



**Invitation to Bid
No. SHR127-ADMSR-6561
Sheriff's Technical Services Audio-Visual
System**

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

TABLE OF CONTENTS

SECTION I: INVITATION TO BID AND GENERAL INFORMATION

1. REPRESENTATIONS AND CERTIFICATIONS	Page 4
2. PUBLIC RECORDS ACT	Page 6
3. PRICING SCHEDULE	Page 7
4. PUBLIC AGENCY PARTICIPATION	Page 7

SECTION II: INSTRUCTIONS FOR COMPLETING INVITATION TO BID

1. PRICING YOUR BID	Page 8
2. SUBMITTING YOUR BID	Page 8
3. EVALUATION AND AWARD	Page 10
4. PROTEST PROCEDURES	Page 11
5. LOCAL VENDOR PREFERENCE	Page 12

SECTION III: STANDARD TERMS AND CONDITIONS

1. DEFINITIONS	Page 12
2. ASSIGNMENT OF RIGHTS, TITLE, AND INTEREST	Page 12
3. CAL OSHA	Page 13
4. FORMAL BIDS	Page 13
5. DELIVERY	Page 13
6. INSPECTION	Page 13
7. TERMINATION FOR DEFAULT	Page 13
8. TERMINATION FOR CONVENIENCE	Page 13
9. TITLE	Page 14
10. VARIATIONS IN SPECIFICATIONS	Page 14
11. AVAILABILITY OF FUNDING	Page 14
12. INSPECTION OF SERVICE/MATERIALS/SUPPLIES	Page 14
13. DISPUTES	Page 14
14. CHANGES	Page 15
15. ASSIGNABILITY	Page 15
16. INDEMNITY	Page 15

17. CONDUCT OF CONTRACTOR	Page 15
18. DISALLOWANCE	Page 16
19. GOVERNING LAW AND VENUE	Page 16
20. AUDIT AND INSPECTION OF RECORDS	Page 16
21. PATENT AND COPYRIGHT LICENSE	Page 17
22. CONTRACTOR REPRESENTATION	Page 17
23. WARRANTY	Page 17
24. PERMITS, NOTICES, FEES AND LAWS	Page 18
25. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH	Page 18
26. FINDINGS CONFIDENTIAL	Page 18
27. NOTICE	Page 18
28. PRODUCT IDENTIFICATION AND LABELING	Page 18
29. DRUG & ALCOHOL FREE WORKPLACE	Page 18
30. ORDERING	Page 19
31. PAYMENTS AND INVOICES	Page 19
32. FLAMMABILITY AND TOXICITY	Page 19
33. CONTRACT ADMINISTRATION	Page 20
34. RIGHT TO ACQUIRE EQUIPMENT	Page 20
35. NON-DISCRIMINATION.....	Page 20
36. SEVERABILITY	Page 20
37. RESERVED	Page 20
38. RESERVED.....	Page 20
39. PROHIBITION ON CONFIDENTIALITY AGREEMENTS.....	Page 20
40. USE OF BIOBASED PRODUCTS.....	Page 21
41. SERVICE CONTRACT LABOR STANDARDS.....	Page 21
42. FEDERAL CONTRACTING PROVISIONS	Page 21
ATTACHMENT A – LOCAL VENDOR PREFERENCE SELF-CERT.	Page 22
ATTACHMENT B – LOCAL VENDOR PREFERENCE POLICY	Page 23
ATTACHMENT C – FEDERAL CONTRACTING PROVISIONS	Page 26
ATTACHMENT D – RECOVERED MATERIAL CONTENT FOR EPA	Page 31
ATTACHMENT E – PRICE SHEET	Page 33
ATTACHMENT F – PREVAILING WAGES.....	Page 36

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

1. REPRESENTATIONS AND CERTIFICATIONS

A. Business Representation

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

1. Are you a local business with a physical address within San Bernardino County (County)?
___ Yes ___ No
2. Estimated percentage of work in this Bid to be performed or fulfilled locally (within the geographic boundaries of San Bernardino County): ___ %
3. Please complete Attachment A: Local Vendor Preference Self Certification

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

B. Debarment, Suspension and Related Matters

Bidder hereby certifies to the best of its knowledge that neither it nor any of its officers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any state or federal department or agency (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>.) Bidder certifies that it is registered in the United States General Services Administration's System for Award Management. Bidder further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C. Disclosure of Criminal and Civil Proceedings and Public Contract Terminations

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

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

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

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

D. Current Cost or Pricing

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

E. Independent Pricing

Bidder certifies that in relation to this procurement:

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

F. Tax Information

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

G. Duty to Inquire

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

CERTIFICATION

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

Name	
Title	
Company/Organization	
Address	
Phone Number and Email	
Signature	
Date	

2. PUBLIC RECORDS ACT

All Bids and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Gov. Code, § 7290.000 et seq). All Bid information, including cost information, will be held in confidence during the evaluation and until a Notice of Intent to Award notification has been issued. Thereafter, Bids are subject to becoming a non-exempt public record.

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

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

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

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

3. PRICING SCHEDULE

A. Specifications

San Bernardino County, by and through its included Sheriff/Coroner/Public Administrator (Sheriff), is procuring Audio-Visual Systems for the Sheriff's Technical Services Facility, as specified below, in quantities ordered, and at times needed, to be delivered and installed at the Sheriff's Technical Services Division located at 1040 E. Cooley Drive, Colton, CA 92324. Scope of Work and specifications, including optional items, are listed on Attachment E – Price Sheet.

B. Terms & Delivery

1. Terms shall be as listed in Section III – Standard Terms and Conditions. San Bernardino County payment terms are Net 60 days after invoice and acceptance of the product. Delivery shall be F.O.B. County's place of delivery, with immediate delivery based upon Sheriff's Technical Services Audio-Visual Systems' availability after issuance of County's Purchase Order. San Bernardino County is Self-Insured. Vendor shall comply with invoicing requirements as stipulated by San Bernardino County.
2. For questions regarding these specifications or delivery and invoicing, etc., please contact the ITB Contact identified below. For all other questions regarding the contents or specifications of this ITB, please see section II.2.1.:

San Bernardino County
Sheriff/Coroner/Public Administrator
Attn: Lindsey Dominguez
Bureau of Administration – Contracts and Procurement Unit
655 East Third Street
San Bernardino, CA 92415
Email: lidominguez@sbcasd.org

PRICING SCHEDULE SAMPLE

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

4. PUBLIC AGENCY PARTICIPATION

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or public corporation of California) located in San Bernardino County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Bernardino County shall have the option to participate, but shall incur all freight charges from the

location of the awarded Bidder to the delivery point. San Bernardino County shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

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

California Revenue and Taxation Code section 18662

In compliance with California Revenue and Taxation Code section 18662, if you are a non-resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

B. Franchise Tax Board Website:

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

Section II: Instructions for Completing Invitation to Bid

1. PRICING YOUR BID

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

2. SUBMITTING YOUR BID

- A. All interested and qualified Bidders are invited to submit a Bid for consideration. Submission of a Bid indicates that the Bidder has read and understands the entire ITB, including all appendices, attachments, exhibits, schedules, and addenda (as applicable), and that all concerns regarding the ITB have been resolved. Bids must be submitted electronically through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/bsol/> according to the timeline below:

Release of ITB	October 15, 2026
Deadline for Submission of Information and Documentation to Attend Facilities Walk-through	October 20, 2026, 3:00 PM PDT
Facilities Walk-through	October 22, 2026, 8:30 AM PDT
Deadline for Submission of Proposer Questions	October 27, 2026, 12:00 PM PDT
Tentative Date to Post Response to Questions	November 3, 2026
Deadline for Submission of Proposals	November 10, 2026, 3:00 PM PDT
Tentative Date for Contract Award	December 2026

Facilities walk-through will be held on Thursday, October 22nd, 2026 at the time and location listed below. Proposers are encouraged to attend the walk-through to become familiar with the office and other areas where the equipment will be installed. Proposer, and the awarded Contractor, if one is selected, shall be held to the knowledge that could have been ascertained during the facilities walk-through. All Proposers must check in with the ITB Contact listed on section I.3.B.2, or designee(s), no later than 8:00 AM at the location stated below. Late arrivals may not be admitted.

Location & Address	Activity	Time
San Bernardino County Sheriff's Technical Services Facility - 1040 E. Cooley Drive, Colton, CA 92324	Facilities walk-through	October 22, 2026 Start at 8:30 AM *Check in at 8:00 AM

Due to the secure nature of the facilities, Proposers shall not take pictures or video with a phone or recording device anywhere on County property without the consent or presence of the ITB Contact or designee(s). **Proposers participating in the facilities walk-through must provide the names, titles, and email addresses of all attendees, along with a valid driver's license or other form of government identification, to the ITB Contact no later than October 20, 2026, at 3:00 PM PDT** so that their suitability to enter the facilities can be determined. Proposer representatives may only represent one (1) company. Subcontractors may not represent a potential prime contractor at the facilities walk-through. Furthermore, no more than two (2) attendees will be allowed from each company.

- B.** Reserved.
- C.** Print, complete, sign, and submit Section I, subsections 1 and 2, as part of your Bid.
- D.** Reserved.
- E.** Print, complete, sign, and submit Attachment A, if applicable, and Attachment C - Anti-Lobbying Certification, as part of your Bid. If Attachment A is not applicable, write "Not Applicable" or "N/A" on the attachment and submit as part of your Bid.
- F.** Print, complete, and submit Attachment E – Price Sheet, as part of your Bid.
- G.** Failure to bid on the authorized County form may be cause for rejection of the Bid.
- H. No Bids will be accepted after the exact date and time for submission of proposals noted in Section II.2.A.**

- I. Questions regarding the contents of this ITB shall be submitted through the ePro system on or before the Deadline for Submission of Proposer Questions. All questions will be answered, and both the questions and answers will be posted as an addendum to the ITB in ePro. System-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060.
- J. Reserved.
- K. The County's primary means of providing Bids and addenda is through ePro (<https://epro.sbcounty.gov/bsol/>). **All Bidders must be registered in ePro prior to the date for submission of Bids.**
- L. No oral interpretation shall be made to modify any provisions of any Bid specifications. Requests for an interpretation shall be made in writing to the ITB Contact listed in Section I.3.B.2 prior to Bid opening and a written response will be posted on the County ePro website.
- M. Any Bidder desiring to withdraw its Bid must do so before the County's deadline to submit proposals date and time as listed in Section II.2.A. above.
- N. Bids submitted in response to this ITB must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the ITB specifically indicates alternate specifications will be considered.
- O. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the Bidder's expense.
- P. All Bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. EVALUATION AND AWARD

- A. Bids are subject to acceptance at any time within 270 days after the opening of the same, unless otherwise stipulated by the County.
- B. In determining the lowest Bid, discounts of 45 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- C. Award will be made by Sheriff to the responsive, responsible Bidder providing the best value.
- D. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County. Additionally, Sheriff reserves the right to reduce or increase the number of Audio-Visual Systems for the Sheriff's Technical Services Facility that shall be provided by Bidder at the time of the award.
- E. The County reserves the right to reject any or all Bids and to accept or reject any item(s) thereon, or waive any irregularity in the Bid.
- F. In the event of a conflict between a unit price Bid and Bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the County will seek clarification from the Bidder if time permits. If not, the County may reject the Bid as non-responsive for the reason of inability to determine the intended Bid.

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

4. PROTEST PROCEDURES

- A.** In the event a dispute arises concerning the Bid process prior to the award of the Contract, the Bidder raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Bidder may appeal the recommended award or denial of award (Protest), provided the Protest:
1. Is submitted in writing.
 2. Is submitted within ten (10) calendar days of the issuance date of a Notice of Intent to Award.
- B.** A Protest can only be brought on the following grounds:
1. Failure of the County to follow the selection procedures and adhere to requirements specified in the Invitation to Bid or any addenda or amendments.
 2. Violation of conflict of interest as provided by Government Code section 87100 et seq.
 3. Violation of state or federal law.
- C.** Protests will not be accepted for any other reasons than those stated above.
All Protests must be sent to:
Stephenie Shea, Acting Director of Purchasing
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760
- D.** Upon receipt of the formal Protest, the Purchasing Agent, or their designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Bidder advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the Protest, and notify the Bidder submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract.

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

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

5. LOCAL VENDOR PREFERENCE

The County has adopted a preference (County Policy 11-10) for vendors whose principal place of business is located within the boundaries of the County. The definition of a Local Vendor is contained within County Policy 11-10 (Attachment B). A local preference of five percent (5%) preference shall be applied in the cost evaluation of Bids for goods, services, equipment, or a minor public work project, unless an exemption applies. In a price-based bid, five percent (5%) will be deducted from the local vendor's proposed cost for the purpose of comparison when the local vendor's proposed cost is not the lowest. If the local vendor's Bid is equal to or lower than the price of an otherwise successful non-local vendor after the 5% preference is applied, the local vendor will be given the opportunity to match the lowest quoted price. In a best value evaluation, five percent (5%) of the allowable points for cost will be added to the local vendor's score. If the local vendor's overall score is equal to or lower than that of an otherwise successful non-local vendor, the local vendor will be recommended for award. Due to the evaluation of qualitative elements along with cost in a best value evaluation, application of local preference for cost proposals may not result in an award to a local vendor with the lowest cost after applying local preference.

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

Section III: Standard Terms and Conditions

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

1. DEFINITIONS

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

2. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST

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

3. CAL OSHA

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

4. FORMAL BIDS

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

5. DELIVERY

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

6. INSPECTION

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

7. TERMINATION FOR DEFAULT

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

A. If, after notice of termination of any resulting order under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for convenience as set forth below.

B. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting order.

8. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time, with or without cause. The County shall pay the Contractor as full compensation for performance until such termination:

A. The unit or pro rata price for the delivered and accepted portion.

- B. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- C. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- D. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under a resulting order.

9. TITLE

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

10. VARIATIONS IN SPECIFICATIONS

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

11. AVAILABILITY OF FUNDING

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

12. INSPECTION OF SERVICE/MATERIALS/SUPPLIES

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

13. DISPUTES

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

disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

14. CHANGES

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

15. ASSIGNABILITY

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

16. INDEMNITY

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

17. CONDUCT OF CONTRACTOR

- A.** The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- B.** The Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer,

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

- C. The Contractor shall not use for personal gain or make other improper use of privileged information that is acquired in connection with the Contract. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- D. The Contractor shall not offer (either directly or through an intermediary) any improper consideration, such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding the Contract.

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

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

18. DISALLOWANCE

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

19. GOVERNING LAW AND VENUE

The Contract shall be construed and interpreted according to the laws of the State of California. The parties agree that the venue of any action or claim brought by any party to the Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue.

20. AUDIT AND INSPECTION OF RECORDS

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

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

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

21. PATENT AND COPYRIGHT LICENSE

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals assembled pursuant to the Contract must be filed with the County prior to publication.

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

22. CONTRACTOR REPRESENTATION

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

23. WARRANTY

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

24. PERMITS, NOTICES, FEES AND LAWS

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

25. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

Contractor shall comply with all air pollution control, water pollution, Safety, and Health Ordinances and statutes that apply to the work performed pursuant to the Contract, including any requirements specified in state government codes.

26. FINDINGS CONFIDENTIAL

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

27. NOTICE

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

28. PRODUCT IDENTIFICATION AND LABELING

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

29. DRUG & ALCOHOL-FREE WORKPLACE

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

- A.** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- B.** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee, who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- D.** Contractor shall inform all employees who are performing service for the County, on County property, or using County equipment, of the County's objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

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

30. ORDERING

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

31. PAYMENTS AND INVOICES

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

Original detailed invoices shall be submitted after delivery and installation of the ordered Audio-Visual Video Wall System for the Sheriff's Technical Services Facility to the address specified below:

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

A. Reserved.

B. The invoice must identify the corresponding purchase order number(s).

C. The invoice must specify items and deliverables for all items on the purchase order as described on the "Pricing Schedule."

D. Payment shall be Net 60 Days from receipt and approval of invoice unless otherwise stated. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

E. Payments shall not be provided for services and/or products deemed unacceptable by the County or its designee.

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

32. FLAMMABILITY AND TOXICITY

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

33. CONTRACT ADMINISTRATION

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

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

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

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

34. RIGHT TO ACQUIRE EQUIPMENT

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

35. NON-DISCRIMINATION

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

36. SEVERABILITY

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

37. RESERVED

38. RESERVED

39. 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.

40. 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.

41. 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.

42. FEDERAL CONTRACTING PROVISIONS

This procurement is federally funded and subject to the additional terms on Attachment C – Federal Contracting Provisions. Contractor shall complete and submit the Anti-Lobbying Certification when submitting its bid in ePro.

ATTACHMENT A



Purchasing

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

**LOCAL VENDOR PREFERENCE
SELF-CERTIFICATION**

Vendor Legal Name _____
Vendor Representative _____
Vendor Address _____
City, State, Zip _____
Phone _____
Email _____
Federal Tax ID # _____

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

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

- ☐ If any time after being certified as a local vendor, a change in status occurs rendering a vendor no longer eligible for such status, the vendor must notify the Purchasing Agent prior to responding to a solicitation or accepting an award. Self certification is good for a period of five years, then must be renewed.
- ☐ False certifications shall be immediate grounds for rejection of any proposal or bid or if the proposal or bid is awarded, grounds for voiding the proposal or bid, terminating any agreement, and seeking damages thereto. Failure to certify the above information shall result in the proposal or bid being considered by the County without any adjustment for a local vendor.
- ☐ Self-certification provided by the vendor requesting a local preference shall be submitted to the Purchasing Agent under penalty of perjury. No person or business shall make a false representation to a County official or employee for the purpose of influencing the certification or denial of certification of any local vendor.
- ☐ Any vendor that falsely obtains certification shall be ineligible to transact business with the County for not less than one year and not more than three years, at the discretion of the Purchasing Agent. This penalty shall also apply to any vendor that previously obtained proper certification and, because of a change in its status would no longer be eligible for certification, and fails to notify the County of this information prior to responding to a solicitation or accepting an award.

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

Date

Name

Position

Reviewed By: _____

ATTACHMENT B

	COUNTY OF SAN BERNARDINO POLICY MANUAL	No. 11-10 PAGE 1 OF 3 EFFECTIVE DATE July 23, 2019
LOCAL PREFERENCE POLICY		APPROVED CURT HAGMAN Chair, Board of Supervisors
<u>POLICY STATEMENT</u> The purpose of this Policy is to apply a local preference of five percent (5%) in the evaluation of bids and proposals in order to offer a competitive advantage to local vendors. This Policy is expected to encourage businesses to locate and remain in San Bernardino County, thereby promoting economic development and increasing sales tax revenue. <u>DEPARTMENTS AFFECTED</u> Board of Supervisors, All County Agencies, Departments, Board-governed Special Districts, Board-governed Entities <u>DEFINITIONS</u> <u>Best Value Evaluation</u> – An evaluation process used to select the optimal combination of quality, price and various qualitative elements of required goods, supplies, equipment and services. The award is made with the intent of providing the government the greatest or best value for its money. Cost is not necessarily the primary factor in the selection process because proposals are evaluated based on best overall value rather than price alone. <u>Local Preference</u> – An amount, expressed in terms of a percentage, by which a quoted price for goods, services, equipment, or minor public works is adjusted for local vendors for the purpose of comparison. <u>Local Vendor</u> – A local vendor is any vendor, contractor or consultant (hereafter "vendor") that meets all of the following requirements: • Vendor's main office (headquarters) or a major regional office is located within the County; • Vendor employs a minimum of 25% of the vendor's full-time management employees and 25% of its full-time regular employees working from the San Bernardino County location(s); • Vendor employs one full-time or two part-time employees with primary residence in the County; • Vendor's "point of sale" for purposes of reporting sales tax to the State Board of Equalization is within the boundaries of the County. The payment of any local share of sales tax must go to the County or a city within the County. If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation; • Vendor is not delinquent in any taxes or other payments to the County; • Vendor possesses a valid and verifiable business license (if required); • Vendor has been open and established for at least six months prior to the issuance of the solicitation; • Vendor can demonstrate on-going business activity in the field of endeavor on which they are proposing from that office during the preceding six months; • Vendor has not within five years prior to the solicitation admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud; • Vendor is not federally debarred; and • Vendor is not suspended or debarred from participation in doing business with the County, in the scope of work that is the subject of the solicitation. <u>Local Vendor Self-certification</u> – Documentation provided to the County on company letterhead listing the individual criteria for Local Vendor status, affirming that it meets each one, and signed by a vendor representative with the authority to obligate the company. <u>Minor Public Work</u> – Public projects in an amount equal to or less than the amount set forth in Public Contract Code section 22032(a) (\$60,000 as of January 1, 2019) that may be performed by County employees by force account, by negotiated contracts, or by purchase order. Public project has the same meaning as that given in California Public Contract Code section 22002. If the application of the local		

COUNTY OF SAN BERNARDINO POLICY MANUAL	No. 11-10 PAGE 2 OF 3 EFFECTIVE DATE July 23, 2019
preference to the solicitation for a minor public work will cause the minor public work to exceed the amount set forth in the Public Contract Code section 22032(a), then the local preference will not be applied to the solicitation. Minor Public Works do not include work performed by a contractor under a Job Order Contract. <u>Price-Based Bid</u> – A competitive invitation to bid that seeks price quotes from vendors of products or services when specific requirements are known, and when the objective is to obtain the best price. <u>POLICY AMPLIFICATION</u> Pursuant to this Policy, a local preference of five percent (5%) shall be applied in the cost evaluation of proposals and bids for goods, services, equipment, and minor public works, unless an exemption applies. In a price-based bid, five percent (5%) will be deducted from the local vendor's proposed cost for the purpose of comparison when the local vendor's proposed cost is not the lowest. If the local vendor's bid is equal to or lower than the price of an otherwise successful non-local vendor after the 5% preference is applied, the local vendor will be given the opportunity to match the lowest quoted price. In a best value evaluation, five percent (5%) of the awardable points for cost will be added to the local vendor's score. If the local vendor's overall score is equal to or lower than that of an otherwise successful non-local vendor, the local vendor will be recommended for award. Due to the evaluation of qualitative elements in a best value evaluation, application of local preference for cost proposals may not result in award to a local vendor with the lowest cost after applying local preference. <u>EXEMPTIONS</u> Whenever possible, the Purchasing Agent shall determine if an exemption applies at the time it approves a solicitation. If the County department or Board-governed Special District/Entity requesting the procurement seeks an exemption, staff may submit information in sufficient detail for the Purchasing Agent to make an informed determination based on criteria such as: • Solicitations conducted jointly with other public agencies. • Acting in the capacity of a lead agency for a procurement cooperative. • Purchasing from a cooperative contract approved by the Purchasing Agent. • Limited services are available in geographically remote areas. • Qualifications-based evaluations. • Federal or state laws require that a contract, agreement, or purchase order be awarded pursuant to a competitive bid to the lowest responsible bidder. • Federal or state laws, grants, contracts or programs that do not allow for local preference. • Procurement of professional services pursuant to County Policy 11-04SP3 and California Government Code sections 4525 et seq. • Contracts, agreements or purchase orders responding to an emergency. <u>VENDOR SELF-CERTIFICATION</u> Any vendor requesting a local preference shall certify to the Purchasing Agent in writing and under penalty of perjury that they meet all of the criteria listed above. If, at any time after being certified as a local vendor, a change in status occurs rendering a vendor no longer eligible for such status, the vendor must notify the Purchasing Agent prior to responding to a solicitation or accepting an award. False certification shall be immediate grounds for rejection of any proposal or bid or if the proposal or bid is awarded, grounds for voiding the proposal or bid, terminating any agreement, and seeking damages thereto. Failure to certify the above information shall result in the proposal or bid being evaluated by the County without any adjustment for a local vendor. <u>ENFORCEMENT</u> Self-certification provided by the vendor requesting a local preference shall be submitted to the Purchasing Agent under penalty of perjury. No person or business shall make a false representation to a County official or employee for the purpose of influencing the certification or denial of certification of any local vendor.	

COUNTY OF SAN BERNARDINO POLICY MANUAL	No. 11-10 PAGE 3 OF 3 EFFECTIVE DATE July 23, 2019
Any vendor that falsely obtains certification shall be ineligible to transact business with the County for not less than one year and not more than three years, at the discretion of the Purchasing Agent. This penalty shall also apply to any vendor that previously obtained proper certification and, because of a change in its status would no longer be eligible for certification, and fails to notify the County of this information prior to responding to a solicitation or accepting an award. <u>LEAD ENTITY</u> Purchasing Department <u>APPROVAL HISTORY</u> Adopted June 6, 2006, Item 118; Amended July 23, 2019, Item 13 <u>REVIEW DATE</u> July 2024	

ATTACHMENT C

FEDERAL CONTRACTING PROVISIONS

Contractor shall comply with the following additional terms:

A. Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148)

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable.
2. Contractor shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148, and the requirements of 29 C.F.R. pt. 5 as applicable.
3. Contractor agrees that a condition of this Contract is acceptance of the Department of Labor wage determination.
4. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
5. Additionally, contractors are required to pay wages not less than once a week.
6. The Contractor and all subcontractors and sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Attachment C - Federal Contracting Provisions, and Attachment F - Prevailing Wage Requirements, for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations, which are on file with the County and are available to any interested party on request. The higher of the two applicable wage determinations, either the California prevailing wage or the Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.

B. Copeland "Anti-Kick Back" Act

1. Contractor. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may, by appropriate instructions, require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.

Breach. A breach of the Davis Bacon Act and Copeland "Anti-Kick Back" Act provisions may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3702)

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (C)(1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (C)(1) of this section, in the sum of \$[Amount Set By Federal Funding Source] for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (C)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The County, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (3) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Reserved

E. Procurement of Recovered Materials (45 C.F.R. § 75.331)

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
2. This provision does not apply if the items cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.

3. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
4. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. § 200.216)

Contractor certifies that it will not use contract funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

"Covered telecommunications equipment or services" means those equipment and services defined at 2 C.F.R. §200.16(b).

G. Domestic Preference for Procurements (2 C.F.R. § 200.322)

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. EPA Designated Items

Contractor shall comply with the applicable contract specifications or requirements contained in the federal funding agreement for this Contract, for the use of a specific percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of this Contract. Upon request by the County, Contractor shall provide an estimate of the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in performance of this Contract, including, if applicable, the percentage of post-consumer material content. (See Attachment D)

I. Copyright

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

J. Reserved

K. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[certification continued on next page]

ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT D

RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS

SCOPE OF WORK

The San Bernardino County Sheriff's Department is procuring a turnkey audio-visual system to deploy two indoor direct-view video wall displays at its Tech Services Division (TSD) facility, located at 1040 E. Cooley Drive, Colton, CA. The project involves design, supply, installation, programming, and commissioning of a complete video wall system in two areas of the facility: a *Hallway Area* and an *Office Area*. Each area will receive a wall-mounted, fine-pitch LED video wall display (or equivalent high-resolution large-format display technology) of approximately 5.5 ft (height) by 9.8 ft (width) in the hallway, and approximately 4.5 ft by 7.8 ft in the office. The video walls, along with an integrated control and switching system, will enable flexible display of multiple video and computer sources for improved situational awareness and operational capabilities within TSD. The Contractor shall furnish all labor, equipment, materials, and services required to deliver a complete, functional, and professionally installed video wall system meeting the requirements described in this Scope of Work.

DEFINITIONS FOR ATTACHMENT E – EQUIPMENT / INSTALLATION PRICE SHEET

- Composite Video Baseband Signal (CVBS)
- Communication Multipurpose Plenum (CMP)
- Digital Twisted Pair (DTP)
- Digital Signal Processing (DSP)
- High-Definition Multimedia Interface (HDMI)
- High Dynamic Range (HDR)
- Light Emitting Diode (LED)
- National Electrical Manufacturers Association (NEMA)
- Power over Ethernet Plus (PoE+)
- Serial-Wireless Local Area Network (LAN)
- Standard Definition-Serial Digital Interface (SD-SDI)

ATTACHMENT E – EQUIPMENT / INSTALLATION PRICE SHEET

ITEM	QTY	DESCRIPTION	Unit	Price	Extended Price
VIDEO WALL - HALLWAY					
1.	1	1 Indoor Video Display(s) - 1350x2400, 1.2mm - 5 ft-6.44 in H x 9 ft-10.11 in W x 0 ft-0.95 in D (approx. dimensions) - with comprehensive spare parts package including 18 modules	EA	\$	\$
2.	5	Network Cable Pull Kits; Keystone, Wall Plate, Mud Ring, etc.	EA	\$	\$
3.	1	Display Installation kits	EA	\$	\$

ITEM	QTY	DESCRIPTION	Unit	Price	Extended Price
VIDEO WALL – OFFICE AREA					
4.	1	1 Indoor Video Display(s) - 1080x1920, 1.2mm - 4 ft-5.15 in H x 7 ft-10.49 in W x 0 ft-0.95 in D (approx. dimensions) - with comprehensive spare parts package including 12 modules	EA	\$	\$
5.	4	Network Cable Pull Kits; Keystone, Wall Plate, Mud Ring, etc.	EA	\$	\$
6.	1	Display Installation kits	EA	\$	\$

ITEM	QTY	DESCRIPTION	Unit	Price	Extended Price
VIDEO SYSTEM					
7.	1	8x8 4K60 4:4:4 HDR AV Switcher	EA	\$	\$
8.	2	17.3 in MONITOR 3G/HD/SD-SDI/HDMI/CVBS IN AND LOOP OUT	EA	\$	\$
9.	3	HDMI 2.1 Cable, 48 Gbps, 3 ft (0.9 m) - 3 ft HDMI A/V Cable for Audio/Video Device - First End: 1 x 19-Pin HDMI 2.1 Type A Digital Audio/Video - Male - Second End: 1 x 19-Pin HDMI 2.1 Type A Digital Audio/Video - Male - 48 Gbit/s	EA	\$	\$

10.	4	HDMI 2.1 Cable, 48 Gbps, 6 ft (1.8 m) - 6 ft HDMI A/V Cable for Audio/Video Device - First End: 1 x 19-Pin HDMI 2.1 Type A Digital Audio/Video - Male - Second End: 1 x 19-Pin HDMI 2.1 Type A Digital Audio/Video - Male - 48 Gbit/s	EA	\$	\$
-----	---	--	----	----	----

ITEM	QTY	DESCRIPTION	Unit	Price	Extended Price
CONTROL SYSTEM					
11.	1	Control System (single controller unless video equipment requires two)	EA	\$	\$
12.	1	10.1 in. Wall Mount Touch Screen, Black Smooth	EA	\$	\$
13.	1	Rack Mount Kit for – ForTouch Panel, Rack - 4U Rack Height – Rack mountable - Meta	EA	\$	\$

ITEM	QTY	DESCRIPTION	Unit	Price	Extended Price
NETWORK					
14.	1	8-port Gigabit Ethernet PoE+ Unmanaged Switch (GS108PP) - 8 Ports - 2 Layer Supported - Twisted Pair - Desktop, Wall Mountable, Rack mountable- Lifetime Limited Warranty	EA	\$	\$
15.	1	PD Rack Mounted Power Distribution Unit - 15 Amp, 9 Outlet PDU - Basic Surge Protection - NEMA 5-15P - 9 x NEMA 5-15R - 9 ft Cord - 15 A Current - 120 V AC Voltage – Rack mountable- Black Anodized	EA	\$	\$
16.	1	10GX63F Multi-Conductor - Enhanced Category 6A F/UTP Bonded-Pair Cable - 1000 ft Category 6a Network Cable for Network Device - First End: Bare Wire - Second End: Bare Wire - 10 Gbit/s - Shielding - FT6, CMP Plenum - 23 AWG - Black, White/Blue	EA	\$	\$

17	1	LBP Horizontal 4in Offset L-Shaped Rack Cable Management Lace Bar - 10 Pack - TAA Compliant - Horizontal Lacing Bar - Black – 19 in Panel Width - Aluminum - 10 Pac	EA	\$	\$
18	2	2U Blank Panel - Black - 3.5 in H - 19 in W - 0.5 in D	EA	\$	\$
19	1	1U Blank Panel - Black - 3.5 in H – 19 in W - 0.5 in D	EA	\$	\$

ITEM	QTY	DESCRIPTION	Unit	Price	Extended Price
INSTALLATION					
20.	1	Firm Fixed Priced Installation Services (Prevailing Wages) <u>Must include California Department of Industrial Relations (DIR) number</u>	EA	\$	\$
21.	1	Firm Fixed Priced Materials and Expenses	EA	\$	\$

ITEM	QTY	DESCRIPTION	Unit	Price	Extended Price
E – WASTE					
22.		E-Waste fees	EA	\$	\$

ITEM	QTY	DESCRIPTION	Unit	Price	Extended Price
SHIPPING					
23.	1	SHIPPING CHARGE	EA	\$	\$

ATTACHMENT F

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code section 1770 et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR), pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code section 1773 et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to Labor Code section 1776, the Contractor, and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records

have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor, and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.
- c. At least monthly (at least once every 30 days), the Contractor and all subcontractors must submit electronic certified payroll records online to the Labor Commissioner, in a format prescribed by the Labor Commissioner. The County reserves the right to require Contractor and all subcontractors to submit certified payroll to the Labor Commissioner more frequently than monthly.
- i. A contractor or subcontractor who fails to furnish electronic certified payroll records to the Labor Commissioner as required by Labor Code section 1771.4, is subject to a penalty by the Labor Commissioner of one hundred dollars (\$100) per day, until such payroll records are furnished, not to exceed a total penalty of five thousand dollars (\$5,000) per project.
 - ii. This requirement does not apply to public works projects \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work. However, the Contractor must still keep accurate certified payroll records and retain those records, as specified in Labor Code section 1776, for at least three years after completion of the work.

6. Limits on Hours of Work:

Pursuant to Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Jobsite Notices

This project is subject to compliance, monitoring, and enforcement by the DIR. As required by the DIR, Contractor is required to post jobsite notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

9. Registration with the DIR (Labor Code section 1725.5)

- a. Contractor must be registered with the DIR to bid or submit a proposal on this project, unless the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or

repair work, or if the public works project is \$15,000 or less when the project is for maintenance work. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code sections 1771.1(a) and 1725.5(f).

- i. An inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
 - 1) The subcontractor is registered prior to the bid opening.
 - 2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee.
 - 3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- b. Contractor must be registered with the DIR (unless an exception applies) to be awarded a contract or perform any work on this project. No contractor or subcontractor may be awarded a contract for a public work project or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (unless an exception applies).
 - i. A contract entered into with any contractor or subcontractor in violation Labor Code section 1725.5 shall be subject to cancellation.
 - ii. If the Labor Commissioner determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with Labor Code section 1771.1, the contractor or subcontractor is subject to civil penalties of one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000), payable to the state. Contractor may also be subject to additional penalties, up to an additional \$10,000, for entering into a contract with an unregistered subcontractor.
 - iii. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered with the DIR, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until they are registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work. Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days. Failure of a contractor or subcontractor to observe a stop order issued and served upon them is guilty of a misdemeanor punishable by imprisonment in county jail up to 60 days or by a fine of up to ten thousand dollars (\$10,000), or both.
- c. To qualify for registration with the DIR, Contractor must meet all requirements listed in [Labor Code Section 1725.5](#).
- d. Registration with the DIR is not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable trades or crafts (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training contributions for each apprenticeable hour employed on the Contract to either the local training fund or the California Apprenticeship Council; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exemption is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the prevailing rate of per diem wages for apprentices in the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Unless otherwise provided by a collective bargaining agreement, when the Contractor requests the dispatch of an apprentice

to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, Contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

- c. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training, or the rules and regulations of the California Apprenticeship Council.

2. Compliance with Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140) to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted must include the contractor's name, address, telephone number and state license number; the full name and address of the public work awarding body; the exact location of the public work site; the date of the contract award; an estimate of journeyman hours to be performed under the contract; the number of apprentices proposed to be employed; and the approximate dates the apprentices would be employed.
- b. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- c. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice (to do this use DAS Form 142)*.
- d. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- e. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- f. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- g. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft or trade must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman, not including overtime hours. If Contractor has agreed to be covered by an apprenticeship program's standards, Contractor must employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, which cannot be less than the 1 to 5 ratio required above.
 - ii. Contractor must attempt, to the greatest extent possible, to employ apprentices during the same time period that the journeyman in the same craft or trade are employed at the jobsite. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts or trades are denoted with a pound symbol "#" in front of the craft or trade name on the prevailing wage determination.
 - iii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iv. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
 - v. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - vi. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

- vii. Apprentices employed to fulfill the requirements of Labor Code section 1777.5 must be registered apprentices who are training under apprenticeship standards that include the work processes that the Contractor will perform on the project. Where a Contractor employs apprentices under the rules and regulations of the California Apprenticeship Council, apprentices must, at all times work under the direct supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- h. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts or trades on public works projects, must make training fund contributions to the California Apprenticeship Council, in the amount established by the Director of the Department of Industrial Relations as the prevailing amount for apprenticeship training contributions in the area of the public works site.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors may take as a credit for payments to the Council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project.
 - iv. Training fund contributions are due and payable on the 15th day of the month for work performed during the preceding month.
- i. Submit a Verified Statement within 60 Days of Conclusion of Work Under the Contract
 - i. Each contractor and subcontractor must submit a verified statement of the journeyman and apprentice hours performed on the contract, which information shall be public and retained by the apprenticeship programs for 12 months.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - ii. When the Contractor has a direct contract with the public agency that is under \$30,000.
 - iii. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - iv. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720 et seq.

4. Exemption from Apprenticeship Ratios:

- a. The Administrator of Apprenticeship may grant a certificate exempting the Contractor from the 1-to-5 ratio set forth in this Section if Contractor can show that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen
- b. An apprenticeship program has the discretion to grant a certificate to a participating contractor or contractor association which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. Assignment of an apprentice to any work performed under the Contract documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- c. When an exemption from subsection b. above is granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility for compliance with this Section for all apprenticeable trades or crafts is solely and exclusively that of the Contractor. Violations of Labor Code section 1777.5 are subject to penalties pursuant to Labor Code section 1777.7, as determined by the Labor Commissioner.