SOLICITATION: RFB 11018 OPENING DATE: 7/21/2021

PROJECT: COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND MEDICINE

| BIDDER | BASIS OF AWARD |
|-----------------------------------|-----------------|
| APOLLO COURIERS INC. | \$ 2,107,200.00 |
| CAPITAL TRANSIT | \$ 7,340,160.00 |
| DIAGNOSTIC SUPPORT | \$ 2,331,720.00 |
| FRANCESCA'S TRANSPORTATION, INC | \$ 1,984,920.00 |
| INNOVATIVE FEDERAL OPERATIONS GRP | \$ 3,007,650.24 |
| LYNX TRANSPORTATION LLC | \$ 2,847,875.00 |
| TRIPLE L TRUCKING | \$ 2,197,500.00 |
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| | |

Date: 07/27//2021

Bid Officer:

Bid Clerk:

This Notice of Intent to Award / Abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

Bids Received



JOHN M. PELLEGRINO

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER ASSISTANT DIRECTOR

June 25, 2021

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11018 HEALTH AND HUMAN SERVICES AGENCY COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

The County of San Diego is seeking bids from firms interested in providing Courier Services for Transportation of Biological Specimens and Pharmaceuticals ("Offerors").

The Basis of Award will be the total bid price. Offeror must respond to all bid items to be considered for award.

The resulting contract will be for initial (base) period of one-year with four (4) one-year options.

The Contracting Officer for this solicitation is Holly Lam, Procurement Contracting Officer, Holly.Lam@sdcounty.ca.gov

This RFB package includes:

This Cover Letter to the RFB

RFB Instructions and Rules

Submittal Items

Bid Cover Page (PC 600 Form)

Representations and Certifications Form

Byrd Anti-Lobbying Certification Form

Nondisclosure Indemnification Agreement

DVB Requirements and Forms

Agreement, which includes the following:

Exhibit A - Statement of Work

Exhibit B - Insurance Requirements

Exhibit C - Payment Schedule

SCHEDULE

Below is the County's timeline for this RFB, and is subject to change at any time. The County will issue an addendum for changes to the Pre-Bid Conference date, Questions due date, or Bid due date. The actual timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

| Event Description | Date and Time (San Diego Time) |
|--------------------|--------------------------------------|
| Pre-Bid Conference | July 1, 2021 from 2 p.m. – 3:00 p.m. |
| Questions due | July 8, 2021 prior to 5:00 p.m. |
| Bids due | July 27, 2021 prior to 11:00 a.m. |

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COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

PRE-BID CONFERENCE

A virtual pre-proposal conference will be held on the Date and Time listed in Schedule via Microsoft Teams. If interested in attending, email Holly.Lam@sdcounty.ca.gov for the pre-bid conference link. Include in email request the completed RFB 11018 Pre-Bid Attendance Form separately attached on BuyNet. All requests for the pre-bid link must be received by June 30, 2021 prior to 5:00 PM. The pre-bid conference link may be shared with others so long as their information is included in the submitted RFB 11018 Pre-Bid Attendance Form. The County will provide an overview of the RFB process and may provide a program/technical overview and other information.

BID OPENING

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. The County will conduct a public bid opening using the WebEx platform instead of in-person attendance.

Virtual bid opening link:

https://sdcountyca.webex.com/sdcountyca/j.php?MTID=m40ab756a8c450531c56ea7de20e5c891

- Password (if requested): cosd bidopening
- You may also join by phone by calling 1-470-238-5742 (US Toll), access code 177 120 2660

A bid abstract and the bids received will be posted on BuyNet after the bid opening.

BID SUBMITTAL

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. Unless otherwise modified by the County's COVID-19 Updates for County Contracts and Contractors, found at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html, the following procedures shall apply to this RFB:

- This RFB is posted to the BuyNet site with a solicitation type of RFP, to allow the submission of electronic bids through BuyNet.
- Offeror must submit a complete original bid in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting through electronic upload to BuyNet by the Date and Time listed in Schedule.
- If Offeror is unable to submit via BuyNet for any reason, Offeror may submit via electronic files on CD/DVD or a printed bid at the Purchasing and Contracting front desk. Please use this method only if unable to submit through BuyNet. Bids will be accepted at the front desk by mail, courier service, or contractor's representative. When submitting via BuyNet, allow extra time to submit by an alternate method in the event of technical difficulties.
- When submitting electronic files, Offeror may optionally submit in original format (e.g. Microsoft Word) with clear pictures (.jpg, .jpeg, .gif, or ".png") of signature pages containing original signatures. Electronic or digital signatures will not be accepted. Please use this method only if unable to submit in PDF form.

The County's decision about the timeliness or responsiveness of any submitted document shall be final, and the County has the discretion to waive or not waive any defect or nonconformance.

Additional COVID-19 procurement information is available at: https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19 Updates.html

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QUESTIONS

Questions regarding this RFB shall be submitted in writing to the Contracting Officer by the Date and Time listed in Schedule, in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Oral explanations or responses to Questions will not be binding upon the County.

Concerns or comments regarding this solicitation should be directed to the Contracting Officer.

BACKGROUND

Contractor shall provide as-needed courier services to transport laboratory biological specimens and prescription medications to various sites throughout the County of San Diego (County).

County's Public Health Service Laboratory performs tests on samples that are obtained from various sites throughout the County. County sites may require pick up and transportation of biological specimens to and from various sites throughout the County.

Health and Human Services Agency's (HHSA) Behavioral Health Services Pharmacy and Edgemoor Pharmacy provide prescription medication services to patients within the care of the County. HHSA Pharmacy may require pick up of prescription medications from their site with delivery to various locations as designated by the County. Edgemoor Pharmacy may require pick up of prescription medications from local pharmacies with delivery to the Edgemoor Hospital.

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RFB INSTRUCTIONS AND RULES

1. RFB PROCESS

- 1.1. RFBs shall normally be made available on the County of San Diego's BuyNet Website at https://buynet.sdcounty.ca.gov/. If you are unable to download this document, you may request a hard copy from Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.
- 1.2. The County reserves the right to host pre-bid conference(s). If scheduled, the date, time, and location for the pre-bid conference(s) will be as set forth in this RFB or as otherwise provided on BuyNet.
- 1.3. Offerors should submit all Questions by due date and time specified in the cover letter to this RFB. Questions received after the due date may or may not be addressed.
- 1.4. Bids received timely will be opened publicly following the due date and time.
 - 1.4.1. Bids received and the abstract of responses will be posted to BuyNet after the bid opening.
- 1.5. The posted bid opening abstract of responses serves as Notice of Intent to Award ("NOI") to the apparent low bidder(s).
- 1.6. The County will evaluate bids received for conformance to the requirements of this RFB through a pre-award survey process. As a result of the pre-award survey, County may determine that a bid is non-responsive to the County's bid requirements or was submitted by a non-responsible bidder, as described in Section 3 below.
- 1.7. In the event the County finds an apparent low bid to be non-responsive or to have been submitted by a non-responsible bidder pursuant to Section 3 below, the County will post a revised NOI. The County may rescind or modify the NOI at any time.
- 1.8. If a contract is awarded, the County will award to the lowest responsive, responsible bidder(s) as determined by the County's evaluation ("Successful Bidder"). Bids are subject to acceptance at any time within 120 days after bid opening. This period may be extended by mutual agreement of County and Offeror.
- 1.9. Offeror's submittal of this bid constitutes an offer that, upon County's acceptance (which may be of some or all of the bid items or lots in accordance with the Basis of Award) forms a binding contract that incorporates the Agreement, among all other terms of this RFB. Without limiting the foregoing, Offeror agrees to execute and deliver a revised contract document reflecting the final contract award and such additional documents and instruments as may be reasonably required in order to carry out the purposes of this RFB and the intentions of the parties.
- 1.10. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.
- 1.11. The County may, at any time, restart evaluations or correct any deficiencies in the procurement process or evaluation.
- 1.12. The timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

2. INSTRUCTIONS FOR SUBMITTING A BID

- 2.1. It is the Offeror's responsibility to submit a bid based on the most current RFB, addenda thereto, responses to Questions, any diligence material made available by the County, and any other information posted on BuyNet. Offerors must consistently check BuyNet for information and are responsible to comply with anything posted on BuyNet relating to this RFB. The County has no obligation to contact Offerors directly with any such RFB related information.
- 2.2. Offerors shall submit one original bid prior to the date and time specified and through the means specified in the cover letter to this RFB.
 - 2.2.1. For bids submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for purposes of determining timely submittal.
 - 2.2.2. For bids submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered official time for purposes of determining timely submittal.
 - 2.2.3. In the event of multiple submittals of an original bid by an Offeror, the County will only consider the most recent submittal submitted by the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original bid and withdraw or replace any previous submittals in the event they choose to

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update their bid. Bids may be found non-conforming if the County is unable to determine which is the most recent, timely submittal.

- 2.3. Bids must be submitted using the County forms provided in this RFB, accepting the County's statement of work, terms and conditions, and other requirements without condition. Bids containing modifications, conflicting information, or competing terms may be found non-responsive. Bidders are advised to submit only the requested information.
 - 2.3.1. All bids shall be signed by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will not be accepted.
- 2.4. The bid must be submitted in compliance with the following format, unless otherwise specified in this RFB:
 - 2.4.1. Submit electronic bids as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original signature. Other pages may be scanned or converted to .pdf from other file formats. Converted and searchable formats are preferred.
 - 2.4.2. All information submitted with your bid shall be formatted to print on 8-1/2" x 11" page size with no less than ½" margins and eleven (11) point font.
 - 2.4.3. All information submitted with your bid shall be formatted as black ink on white background/paper with no shading, or otherwise suitable for black and white reproduction.
 - 2.4.4. If submitting your bid at the Purchasing and Contracting front desk, it must be submitted in a sealed envelope with "RFB" and the RFB number prominently marked on the outside of the envelope.
- 2.5. Your bid must be organized in accordance with this RFB. The bid shall conform to the following organization:
 - 2.5.1. A completed and signed PC 600 Form shall be submitted as the cover of Offeror's bid.
 - 2.5.2. Completed and signed Representations and Certifications form.
 - 2.5.3. Completed and signed Byrd Anti-Lobbying Certification Form
 - 2.5.4. Completed Exhibit C Payment Schedule.
 - 2.5.5. Completed and signed Nondisclosure Indemnification Agreement (if applicable).
 - 2.5.6. Completed and signed DVB forms.
 - 2.5.7. Required supplemental information per the Submittal Items.
 - 2.5.8. Flyer/brochure depicting specimen/pharmaceutical transportation container(s) able to maintain cold-chain temperature between 2°C (36°F) and 8°C (46°F) to be used for this contract
 - 2.5.9. Description of how County will place a request for transportation of biological specimens and/or pharmaceuticals (.e.g., web portal, text message, phone call, etc.)
 - 2.5.10. Confidential/Proprietary exhibit (if applicable).
- 2.6. Confidential/Proprietary Information
 - 2.6.1. No confidential/proprietary information, including PI (Personal Information), PII (Personally Identifiable Information) or PHI (Protected Health Information), is to be included in the supplemental information. Responses that include the confidential/proprietary information shall refer to the response contained within the Confidential/Proprietary exhibit (for example: If Submittal Item #1 requires staff Social Security Numbers, the response to Submittal Item #1 shall reflect "see response #1 contained within Confidential/Proprietary exhibit).
 - 2.6.2. Submit a separate Confidential/Proprietary exhibit (if applicable). The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. The County of San Diego intends to publish bids received and resulting contracts, to its public web site. If confidential/proprietary information is contained within the submission:
 - 2.6.2.1. It must be submitted in a separate clearly labeled exhibit with all pages marked as "CONFIDENTIAL/PROPRIETARY EXHIBIT".
 - 2.6.2.2. Offeror must provide a signed Nondisclosure Indemnification Agreement.
 - 2.6.2.3. It shall only contain supplemental information. In accordance with the California Public Records Act, the County will not treat pricing or any bid forms as confidential.

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2.7. Bid Pricing

- 2.7.1. Submit bid pricing on the included Exhibit C Payment Schedule. Bid using only the units of measure stated in the Payment Schedule and price each bid item clearly and separately (do not aggregate bid items nor provide more than one price or a range of prices per item).
 - 2.7.1.1. Pricing shall not exceed two (2) digits to the right of decimal point (hundredths). If unit pricing exceeds two (2) digits to the right of the decimal point, any digit(s) beyond two (2) will be dropped and will not recognized by the County for the purposes of bid evaluation, contract award, or invoicing. The County will only use the first two digits after the decimal points without rounding up or down. If the County calculates a "new" unit price, said unit price will be in favor of the County and may be below the Contractor's original bid price. The "new" unit price shall prevail over Contractor's original bid price and shall be used in evaluation of bids, award, and invoicing.
- 2.7.2. All prices and notations must be clearly legible and in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person signing the bid.
- 2.7.3. Submitted bid prices must be balanced (reflecting the true relative costs of the bid items), and not shift costs from one portion of the work to another portion of the work so as to place doubt on whether the bid will result in the lowest overall cost to the County or be tantamount to allowing an advance payment.
- 2.7.4. Unless otherwise specified, all prices shall be F.O.B. destination.
- 2.7.5. Prices shall include all freight and/or delivery charges, unless freight or delivery charges are separately itemized or otherwise allowed for in the Payment Schedule.
- 2.7.6. Unless otherwise specified, prices bid herein should NOT include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must NOT be included in invoices
- 2.7.7. Do not include prompt payment discounts into your bid prices. Prompt payment discounts will not be considered in evaluation of bids to determine low bidder.
- 2.7.8. Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in the Agreement. Bidder accepts the risk of any changes to bidder's costs during the term of the Agreement.
- 2.7.9. Estimated quantities may be included in the Payment Schedule, and are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption or other estimates. If the County's actual requirements do not result in orders in the quantities described as estimated in the Payment Schedule, that fact shall not entitle the successful bidder(s) to price adjustment or other relief.
- 2.7.10. The County of San Diego intends to expend federal funds for contract(s) resulting from this solicitation. 2 C.F.R. §200.323 requires that pricing and profit margin be negotiated prior to award if only one responsive bid is received from a responsible bidder. Failure to provide sufficient cost and pricing information for such negotiations may be cause for the County to find Offeror's bid non-responsive.
- 2.8. RESERVED.
- 2.9. RESERVED.
- 2.10. All bids become the property of the County. An Offeror may request the return of its bid upon withdrawal as specified in Paragraph 6, which return County may grant or deny in its sole discretion.
- 2.11. County has the right to withhold all information regarding this procurement (other than information disclosed through public bid opening) until after contract award, including, but not limited to, the County pre-award survey and results. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 2.12. RESERVED.

3. EVALUATION AND SELECTION

- 3.1. Award will be made to the lowest priced responsive bid(s) from a responsible bidder(s). The determination of lowest price shall include the application of the local preference, when applicable.
 - 3.1.1. Award may be based on total bid amount, distinct lots, or individual items ("Basis of Award").

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- 3.1.2. When determining lowest price for award, the County will not consider prompt payment discounts.
- 3.1.3. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless the conflict is a result of a Mistake in Bid. In that event, the bid will be rejected as non-responsive.
- 3.1.4. In the event of a tie bid between responsible bidders, award will be by random selection through a process determined by County and observable by the bidders involved in the tie.
- 3.2. The County reserves the right to perform a pre-award survey to determine whether a bidder is responsible (possessing the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract) and whether a bid is responsive (conforming with material bid requirements).
 - 3.2.1. As part of the pre-award survey, The County reserves the right to request clarification of and/or additional information ("Clarification") from Offerors.
 - 3.2.2. The Contracting Officer will determine the appropriate means of Clarification. The County is not obligated to seek Clarification, so Offerors are advised to submit complete and accurate information in the bid.
 - 3.2.3. The request for Clarification is not an opportunity for a bidder to modify their bid, but only to provide additional information requested by the County to support the pre-award survey.
 - 3.2.4. The County may request that samples be provided as part of the bid process, including with the bid submission, when evaluating proposed equal items, or during the pre-award survey. Samples must be furnished free of expense to the County, prominently marked with the RFB number, and delivered to the location specified by the County. Upon request and where feasible, samples will be returned to bidder at bidder's expense and risk when County review is complete.
 - 3.2.5. Failure to timely provide requested information or samples may result in a finding of non-responsiveness or non-responsibility based on the information available to the County.
 - 3.2.6. The County may consider information known to the County in addition to the information provided in response to the RFB.
 - 3.2.7. The County has the discretion to treat each lot or line item separately for purposes of evaluation, in accordance with the Basis of Award.
 - 3.2.8. The County has the discretion, but not the obligation, to waive any minor irregularities or deviations from the requirements of the RFB. The County reserves the right to waive a variation in specification if County determines such variation does not materially change performance.
 - 3.2.9. The County's determination of responsibility or responsiveness shall be conclusive.
- 3.3. The County of San Diego intends to expend federal funds for contract(s) resulting from this solicitation; therefore, in accordance with 2 CFR §200.319(b), a local preference will not be applied when evaluating offers and determining contract award.

4. DETERMINATION OF ECONOMY AND EFFICIENCY

Pursuant to County Charter Sections 703.10 and 916, award of a contract resulting from this RFB may be subject to the County's requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.

5. COUNTY COMMITMENT

- 5.1. This RFB does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the bid, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.2. The County reserves the right to accept or reject any or all bids received as a result of this RFB or to separately procure the same or similar goods or services.
- 5.3. The County reserves the right to terminate this RFB in part or in its entirety at any time prior to contract execution.
- 5.4. No prior, current, or post award communication with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFB except as explicitly provided for in this RFB.

6. LATE, MODIFIED, OR WITHDRAWN BID

6.1. A bid that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt will not be considered unless: it is received before award is made; the County determines that it is in its best interest to accept the bid; and

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- 6.1.1. It was sent by mail or personal delivery, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt by the County; or
- 6.1.2. No responsive bid was submitted.
- 6.2. Bids may not be modified after the due date and time. Bids may not be withdrawn after the due date and time except in the event of a Mistake in Bid, provided that the Offeror notifies the County of the Mistake in Bid, specifying in detail the mistake and how the mistake occurred, within five (5) business days.
- 6.3. A mistake in bid ("Mistake in Bid") is defined as a mistake that (1) made the bid materially different than the bidder intended it to be, and (2) was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the requirements.

7. DILIGENCE

- 7.1. County, its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, the diligence material may include certain statements, estimates, and projections provided by or with respect to the County. Such statements, estimates, and projections reflect various assumptions made by the County, which may or may not prove to be correct. No representations are made by the County as to the accuracy of such statements, estimates, projections, or assumptions.
- 7.2. Offerors are expected to perform reasonable due diligence with regard to the work required. The Selected Bidder(s) shall not be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence. Such due diligence shall include but not be limited to, information that can be obtained during a site visit, if applicable (including verification of measurements, conditions, and other attributes of the site), or independently to the extent that information about the work required or the site is otherwise available for inspection or review.

8. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

- 8.1. Offerors' Inquiries and County Responses All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFB or the Offeror's bid, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Any improper contact may, at County's sole discretion, cause the Offeror to be removed from consideration for contract award.
- 8.2. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFB or related documents, Offeror shall have a duty to at once notify the County. Such notifications, or other requests for explanation regarding the RFB or related documents, shall be directed to the Contracting Officer in writing as a question ("Question"). Offeror is responsible for ensuring that Questions are received by the County. The County may choose not to respond to Questions received after the date stated in the Cover Letter. Offerors should not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFB

9. PROTEST PROCEDURE

County Board of Supervisors Policy A-97 sets forth the procedures for filing and resolution of protests related to this RFB. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at http://www.SanDiegoCounty.gov/ under the Clerk of the Board's page.

All protests must be filed in accordance with Board Policy A-97, which requires among other things that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

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10. RESERVED

11. OFFEROR COMMUNICATIONS

- 11.1. If Offeror issues any public announcement or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFB process or attempts to restrain competition, Offeror may be removed from consideration for award.
- 11.2. Audio and/or video recording of pre-bid conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFB are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. CLAIMS AGAINST THE COUNTY

Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFB or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

13. SOLICITING EMPLOYEES

Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

14. PROHIBITED CONTRACTS

- 14.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
 - (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body:
 - (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
 - (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
 - (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.
- 14.2. Offeror certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above.

15. CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662

In compliance with California Revenue and Taxation code section 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed FTB Form 590, there may be a backup withholding on all payments. 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).

Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response is still valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance. Franchise Tax Board Websites:

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https://www.ftb.ca.gov

https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619

https://www.ftb.ca.gov/forms/search/

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code Section 18662" must appear on fax cover sheet and/or the outside of the mailing envelope.

16. W-9 FORM

If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

(Remainder of this page left blank)

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SUBMITTAL ITEMS

Offeror shall provide the requested supplemental information in response to the following Submittal Items in support of the County's pre-award survey evaluation of responsiveness and responsibility. The failure to respond to all of the following Submittal Items may be grounds for the County to find the bid non-responsive.

Do not include any information in your response to these Submittal Items that modifies or conflicts with the requirements of this bid, including the Statement of Work and Agreement.

If confidential/proprietary information is required to respond to these Submittal Items, include it in a separate CONFIDENTIAL/PROPRIETARY exhibit in accordance with section 2.6 of the RFB Instructions and Rules.

Submittal Items

- 1. Flyer/brochure depicting specimen/pharmaceutical transportation container(s) able to maintain cold-chain temperature between 2°C (36°F) and 8°C (46°F) to be used for this contract.
- 2. Description of how County will place a request for transportation of biological specimens and/or pharmaceuticals (e.g., web portal, text message, phone call, etc.)

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APOLLO MEDICAL LOGISTICS

We Deliver EXCELLENCE!

Apollo15 – Portable Medical Freezer

The Apollo15 is a 15-liter portable transport freezer, capable of operating between refrigerated temperatures and -40° C. The Apollo15 is designed for use with 12/24V DC power sources, including vehicle cigarette lighter outlet, making the Apollo15 excellent for transporting medical samples and vaccines. Temperature alerts along with an archived history of temperature readings ensure that your items are always maintained within the targeted temps.

The Apollo15 uses a small integrated compressor, and side-mounted fans and vents to cool to 0° C within 30 minutes and -18° C within about an hour and a half.



Making temperature changes is easy using the LED control panel; simply press the up and down arrow keys to adjust the temperature in single degree (C) increments. The Apollo15 operates without producing chlorofluorocarbons (CFCs), making it a clean and environmentally-friendly option. The Apollo15 is designed with a folding transport dolly but may be modified to operate as a portable benchtop freezer unit, or a lockbox to keep your unattended frozen samples safe.

- Capable of -40° C or refrigerated operation
- Able to reach 0° C within 30 minutes and -18° within 90 minutes
- Temperature is adjustable in single-degree C increments with LED control panel
- 15 and 26 liter capacity
- 12V DC plug for lighter sockets of vehicles
- · Compatible with 24V power sources
- Includes live data tracking and temperature archives
- Hammered aluminum interior with polyurethane foam for insulation
- · Side-mounted fans and vents for cooling
- Sturdy exterior and handles for durability
- Available with locking lid and folding transport trolley
- Manual defrost
- Operates without ozone-damaging CFC chemicals
- Ideal for collecting samples or transporting vaccines



To Whom It May Concern:

It is with great pleasure that I introduce Apollo Couriers. With over 30+ years of fast, reliable, and cost-effective service, Apollo Couriers has maintained its reputation as the preferred courier for many of California's largest hospital networks and institutions.

Apollo takes pride in every new partnership as it continues to grow its client base, as well as the services and benefits that have made Apollo an industry leader in Same-Day delivery services for the medical industry.

As the VP of Sales for Apollo, I bring a very hands-on approach and look forward to understanding how Apollo can be of greatest value in achieving your business and service goals. Over the next few weeks, please let me know if you have any specific requests, procedures, instructions, or suggestions on how we can provide you with the best service possible.

Thanks again for considering Apollo Couriers as your preferred courier provider and we look forward to building a long and successful relationship!

Kind Regards,

Payman Khosravi VP of Sales Office: 800-873-3444

Cell: 949-254-0401



About Apollo

Apollo Couriers was founded in 1988 with two guiding principles in mind: 1) Provide superior service at the most competitive rates and 2) Hire and nurture the best employees available. More than 30 years later, Apollo continues to maintain that pledge as it has proven to be a successful strategy in terms of business growth and customer loyalty.

Our commitment to excellence in customer service, with a clear vision and passion for delivering cost effective solutions for your business is what sets us apart from our competition. Apollo understands that it is more than just logistics which is why you find that Apollo's customized approach produces both meaningful and measurable results that affect your company's bottom line.

Apollo's personnel are experts at handling a variety of deliveries from On Demand critical deliveries to finding the most optimal solution for your routed shipments. Our customers find security knowing that all of Apollo's drivers undergo thorough background checks and receive continuous job safety trainings.

With Apollo's network of over 200 drivers and a fleet of vans, cars and fuel-efficient vehicles, there is a solution for every business from small companies to fortune 500 businesses. Our long list of satisfied customer s can be found throughout Southern California – Los Angeles, Orange County and San Diego areas. Additional locations are in the pipeline, so if your city is not listed, please let us know!

Apollo courier welcomes you to experience the level of excellence that many of our customers of 15+ years continue to receive. We are confident that you will find our innovative and customized service helps your business in achieving its own enterprise mission and goals. Please give us a call and let us know how we can best serve you, and remember at Apollo, "We Drive Excellence".



Team Apollo



Frank Ghamari

President

✓ frankg@apollocouriers.com



Fred Ghamari

Vice President of Operations

✓ fredg@apollocouriers.com



Payman Khosravi
President of Sales & Marketing

■ paymank@apollocouriers.com



Mike Lombardo

Territory Account Manager

■ mikel@apollocouriers.com



Ernesto Acosta

Operations Manager

■ eacosta@apollocouriers.com

| Contact Name Position | | Apollo Ext # | Cell Phone |
|---|---|--------------|----------------|
| Main Office Line | Main Office Line General Customer Service | | 24/7/365 |
| Payman Khosravi Sales (Principal) | | 1010 | (949) 254-0401 |
| Frank Ghamari Accounting (Principal) | | 1011 | (310) 505-2227 |
| Michael Lombardo Senior Account Executive | | 1083 | (949) 226-3412 |
| Robert Loomis Training & Compliance | | 1206 | (808) 371-4675 |
| Ernesto Acosta Operations Manager | | 1044 | (310) 901-1299 |



Definitions of Type of Service

STAT: 1-2hr for local delivery or whatever traffic/distance will allow from Call-In to Drop Off.

(120 minutes up to 30 miles. Additional time required for distances over 30 miles)

Priority: 2-3 hours for local delivery from Call-In to Drop Off. Call must be made before 2pm to be completed within normal business hours unless added to existing route.

SAME DAY: 5 hours for local delivery from Call-In to Drop Off. Call must be made before 12pm to be completed within normal business hours unless added to existing route.

EMERGENCY STAT: This is a direct, exclusive service with no stops from pick up location to drop off location, in the shortest time possible. (Available upon request. Additional charges apply).

ROUTE SERVICE: Apollo has over 200+ daily routes and scheduled deliveries which allows us to provide the coverage and support you need at the most competitive rates.

Cargo Van & Bobcat Service: Apollo offers a fleet of Cargo Van Sprinters and Bobtail Box trucks with liftgates. Reservations should be placed a minimum of 24hrs in advance (pricing varies).

AFTERHOURS SERVICE: Services after 5:00 pm -7:59 am M-F, weekends, and holidays.

CANCELATIONS AND ATTEMPT CHARGES: Cancellations must be called in a minimum of (1) hour before scheduled pick up time. Cancellations called in beyond the cut off window or if driver is unable to deliver because of client error, additional charges will be applied.

WAITING TIME: Apollo Couriers provides a complimentary 15-minute wait time window. Wait times which exceed the complimentary 15 minutes may be charged extra for the additional wait time at a rate of \$.50/min thereafter.

WEIGHT CHARGES: First 50lbs is free, \$.10 per pound thereafter.









www.ApolloMedicalLogistics.con
Telephone: 310-337-0377



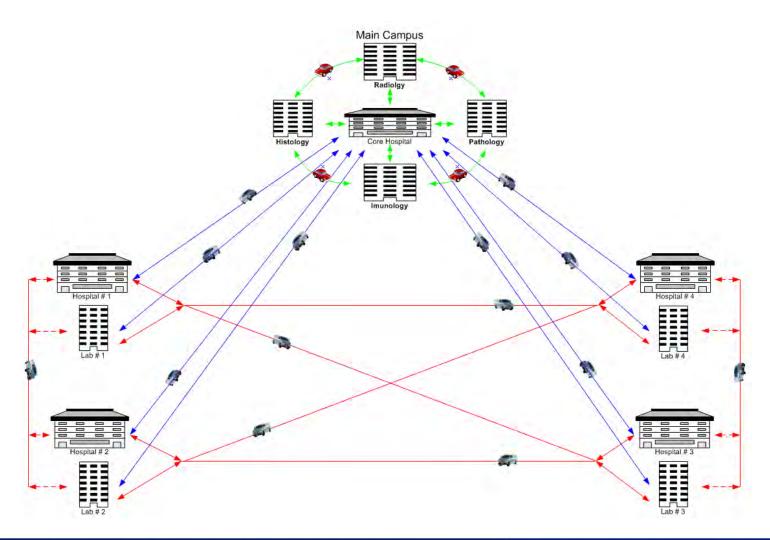
Implementation Plan

Apollo Medical Logistics firmly believes that there are no second chances to make a good first impression which is why we put so much effort in the set-up of an account. Apollo strategy is simple, overstaff and overprepare – a process which has been refined through years of experience, optimizing existing logistics programs for several large hospital networks.

Apollo can provide examples of recent successful transitions and implementation programs from institutions of equivalent size. This experience greatly reduces the potential for disruptions, missed deliveries, and ensures a more seamless experience for your clients.

Apollo Hospital Support Diagram

The below diagram is an example of Apollo's network of support to hospitals and affiliated locations.





Apollo Couriers provides courier/messenger service throughout the LA, OC and SD metropolitan areas and surrounding communities twenty-four (24) hours per day, seven (7) days per week.

To request courier/messenger service from Apollo Couriers, please follow the recommended steps below.

Please call Apollo: **800-873-3444** or 310-337-0377 and provide the following information:

- 1. Your Assigned Account Number:
- 2. Your Name:
- 3. Your Telephone Number:

Pickup Location: where Apollo Couriers will pick up the package.

I. Provide the complete address including suite number.

Service Required:

- I. **STAT SERVICE:** 2 hours from call-in to drop-off
 - a. Calls to Apollo to schedule package pick-up for same day STAT Service may be made at any time. There is no cut off time to schedule STAT Service.
- II. **SAME DAY SERVICE:** 5 hours from call-in to drop-off
 - a. Calls to Apollo to schedule package pick-up for same day service <u>must be made ready prior</u> to 12 noon.

Special Instructions:

- I. Cut Off Time: latest time package may be picked up.
- II. Ready Time: earliest time the package may be picked up.
- III. Number of Pieces, as an example:
 - a. 1 box of frozen material
 - b. 2 boxes of refrigerated material
 - c. 3 envelopes
 - d. 4 boxes
- IV. Sender Name: if different from caller
- V. Additional Pick-up Comments, as an example: pick up package from blue bin in front office.
- VI. Vaccine Transport & Specialized Cold Box (Optional)

Delivery Location: where Apollo Couriers will drop off the package:

- II. Complete Address
- III. Recipient Name
- IV. Additional Delivery Comments, as an example: "deliver to the blue bin in front office".

Apollo Couriers will provide an Order Number for the requested service. This will be your reference number for tracking or if you have any questions.

If you require additional information about Apollo Couriers or the services they provide, please contact the 24hr toll free number mentioned above or your Account Manager Mike Lombardo at 949-226-3412.

www.ApolloMedicalLogistics.com Telephone: 310-337-0377

BID COVER PAGE (PC-600)

| SUBMITTAL INFORMATION | | | | | |
|--|----------------------------------|--|--|--|--|
| S | ubmit this Completed Form as | the Cover Page of Your Bid | | | |
| | DESCRIP | TION | | | |
| Request for Bids (RFB) 11018 | | COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS | | | |
| OFFE | EROR INFORMATION (TO BE | COMPLETED BY OFFEROR) | | | |
| | Please Type or Print Clearly | | | | |
| BUSINESS INFORMATION | | REPRESENTATIVE AUTHORIZED TO SIGN OFFER | | | |
| Apollo Couriers Inc | | Payman Khosravi | | | |
| Company/Organization Name | | Authorized Representative Name | | | |
| 4020 W. Hilliams at Divid. In plants and | | VP Sales | | | |
| 1039 W Hillcrest Blvd, Inglewood | I, CA 90301 | Authorized Representative Title | | | |
| Address | | | | | |
| (310) 337-0377 | | Authorized Representative Email Address | | | |
| Telephone Number | | | | | |
| | | Authorized Representative Telephone Number | | | |
| www.apollocouriers.com | | | | | |
| Website Address | | | | | |
| (310) 337-0109 | | A-4 '- 1D | | | |
| Fax Number (optional) AUTHORIZED POINT OF CONTAC | | Authorized Representative Mailing Address | | | |
| | | POC. If no POC is provided, such communications will be sent to the | | | |
| Authorized Representative. | | | | | |
| | | | | | |
| POC Name | | POC Email Address | | | |
| TOC Name | | () | | | |
| POC Title | | POC Telephone Number | | | |
| | oc Tue Foc Telephone Number | | | | |
| | | | | | |
| POC Mailing Address | | | | | |
| | ACKNOWLEDGEMEN | NT OF ADDENDA | | | |
| Bidder Ac | cknowledges Addendum 1 [X] 2 [X] | 3 [X] 4 [X] 5 [] additional | | | |
| | SIGNAT | URE | | | |
| I certify under penalty of perjury und | | fornia, that I am authorized to execute and submit this bid on | | | |
| behalf of the Offeror listed above; th | at all of the RFB instructions a | nd rules, exhibits, addenda, explanations, and any other | | | |
| | | e diligence material, has been reviewed, understood and | | | |
| | | et, and in compliance with the terms of the RFB; and Offeror | | | |
| agrees that if its bid is accepted, Offe | eror shall be bound by the Agre | rement included in the RFB. | | | |
| | | 7/26/2021 | | | |
| Authorized Representative Signature | | Date | | | |
| | NOTICE OF ACCEPTANCE | | | | |
| ACCEPTANCE AS TO ITEM(S) NUM | (This section for Co | | | | |
| ACCEPTANCE AS TO ITEM(S) NUM | DUKED: | COUNTY OF SAN DIEGO: | | | |
| | | By: | | | |
| TOTAL AMOUNT: | AWARD NO.: | JOHN M. PELLEGRINO, Director DATE NAME & TITLE OF CONTRACTING OFFICER | | | |
| TOTAL AMOUNT. | AWARD NO | NAME & TITLE OF CONTRACTING OFFICER | | | |

PC 600 Form (PC-600b) Rev. 3-26-2021

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County of San Diego

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Ref: 44 C.F.R. APPENDIX A to PART 18 - Certification Regarding Lobbying

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

- 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.
- 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.

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.

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.

| Apollo Couriers Inc | RFB 11018 |
|--|---|
| Name of Contractor/Offeror | Contract or Solicitation Number |
| Payman Khosravi | VP of Sales |
| Printed Name of Contractor's Authorized Official | Title of Contractor's Authorized Official |
| AR | 7/26/21 |
| Signature of Contractor's Authorized Official | Date of Signature |

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COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

County of San Diego Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

| | oposal, quote, statement of qualifications, or any other submissi | | provide goods and/or services). |
|-----|---|--------|--|
| - | BUSINESS TYPE | | |
| 2. | | | 4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local |
| | In accordance with Board of Supervisors Policy A-79, if Offeror is | | agency or law enforcement, licensing, certification, ethics, |
| | a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership | | or compliance body; 4.2.4 Are proposed for debarment by any state, local, or federal |
| | relationship exists, Offeror must list all such entity(ies) on an | | department or agency. |
| | attached separate sheet, and authorization must be sought from | | 4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or |
| | Board of Supervisors. If Offeror is a non-profit and does not submit | | 4.2.4, it certifies that it has disclosed and attached to this |
| | such a list, Offeror certifies it has not entered into a subcontract | | Representations and Certifications the reason(s) it cannot |
| | relationship with a related for-profit entity. | | do so. The disclosure must include the Section(s), specific |
| | List Attached? Yes | | relevant facts including dates, contracts, individuals |
| 3. | BUSINESS REPRESENTATION | | involved, status of actions, and any other relevant |
| | Offeror represents as a part of this offer the following information | - | information that prevent it from making the requested |
| | regarding the ownership, operation, and control of its business: 3.1. Are you a local business with a physical address within | | certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed. |
| | the County of San Diego? X Yes No | | Disclosure Attached? Yes |
| | 3.2. Are you certified by the State of California as a: | 5. | RELATED WORK |
| | 이 경기에서 그렇게 가게 되었다면 이 강이었다면 하시면서 이 장면을 가게 되었다면서 이 경기에 가입니다. | - | Offeror certifies to the best of its knowledge that, other than as |
| | ☐ Disabled Veteran Business Enterprise(DVBE) | | disclosed in an attached separate sheet, it and its proposed |
| | Certification #: | | subcontractors, agents, and consultants have not previously |
| | Small Business Enterprise (SBE) | | contracted with the County to perform work on or related to this project |
| | Certification #: 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as: | | (e.g. preparing related studies or recommendations, components of |
| | ☐ Veteran Owned Small Business (VOSB) | | the statement of work, or plans and specifications). Disclosure Attached? Yes |
| | Certification # | 6. | |
| | Service Disabled Veteran Owned Small Business | 0. | Offeror certifies to the best of its knowledge that cost and/or pricing |
| | (SDVOSB) | | data submitted with this offer, or specifically identified by reference |
| | Certification # | | if actual submission of the data is impracticable, are accurate, |
| | 3.4. Estimated percentage of work in this offer to be performed | | complete, and current as of the date signed below. |
| | or fulfilled locally (within the geographic boundaries of the | 7. | INDEPENDENT PRICING |
| | County of San Diego): 3 % | | Offeror certifies that in relation to this offer. |
| 4. | | | 7.1. The prices in this offer have been arrived at independently, |
| | 4.1. Offeror certifies to the best of its knowledge that neither it nor | | without consultation, communication, or agreement, for the |
| | any of its officers: 4.1.1. Are presently debarred, suspended, declared ineligible, | | purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with |
| | or voluntarily excluded from covered transactions by | | any County employee(s) or consultant(s) involved in this or |
| | any state, local, or federal department or agency. | | related procurements; |
| | 4.1.2. Have within a three (3) year period preceding this | | 7.2. Unless otherwise required by law, the prices that have been |
| | agreement been convicted of or had a civil judgment | | quoted in this offer have not been knowingly disclosed by the |
| | rendered against them for commission of fraud or | | Offeror and will not knowingly be disclosed by the Offeror prior |
| | criminal offense in connection with obtaining, | | to opening, in the case of a bid, or prior to award, in the case |
| | attempting to obtain, or performing a public (federal, | | of a proposal, directly or indirectly to any other Offeror or to |
| | state, or local) transaction or contract under a public | | any competitor or with any County employee(s) or |
| | transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, | | consultant(s) involved in this or related procurements; and 7.3. No attempt has been made or will be made by the Offeror to |
| | forgery, bribery, falsification or destruction of records, | | induce any other person or firm to submit or not to submit an |
| | making false statements, or receiving stolen property; | | offer for the purpose of restricting competition. |
| | 4.2. Except as allowed for in Section 4.2.5, Offeror hereby | 8. | |
| | certifies to the best of its knowledge that neither it nor any of | | Offeror shall report in writing to the County Department of Purchasing |
| | its officers: | | and Contracting within five business days of discovering or having |
| | 4.2.1 Are presently indicted for or otherwise criminally or | | any reason to suspect any change in status as certified in the |
| | civilly charged by a government entity (federal, state, or | | preceding paragraphs. Upon County's request, Offeror shall provide |
| | local) with the commission of any of the offenses | | additional information supporting Offeror's Representations and |
| | enumerated in paragraph 4.1.2 of this certification; 4.2.2 Have within a three (3) year period preceding this | | Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, |
| | agreement had one or more public transactions | | or until termination or expiration of any resulting contract(s). |
| | (federal, state or local) terminated for cause or default, | | or and community or production of the control of th |
| | CERTI | FICA | TION |
| | e information furnished in Paragraphs 1 through 8 and in the accomp | panyir | ng offer is certified to be factual and correct as of the date submitted |
| | d this certification is made under penalty of perjury under the laws of | | |
| | Special - | _ | ature: |
| Lit | le: VP of Sales | Jate: | 7/21/2021 |

Company/Organization: Apollo Couriers Inc

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

| This indemnification agreement is made and entered into by and between the County of San D | iego |
|--|------|
| ("County") and Offeror Company/Organization Name: | |
| ("Offeror") with reference to the following facts: | |

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "EXHIBIT – CONFIDENTIAL/PROPRIETARY" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

- 1. The above recitals are incorporated herein by this reference.
- 2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
- 3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
- 4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

| TO BE COMPLETED BY AN AUTHO | TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR | | | | |
|------------------------------------|--|--|--|--|--|
| Offeror Company/Organization Name: | | | | | |
| Authorized Representative Name: | | | | | |
| Authorized Representative Title: | | | | | |
| Signature: | Date: | | | | |
| | | | | | |

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DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at http://www.sdcounty.ca.gov/cob/policy/index.html#. The County DVB program recognizes the State of California DVBE certification, which may be found at https://www.va.gov/osdbu/verification/.

For this solicitation:

Bidder/Offeror (Offeror) must meet or exceed a 3% DVB Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVB Subcontractor Participation Summary and DVB Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. Only contractors that will perform a commercially useful function as defined by California Military and Veterans Code Section 999 or successor statute shall be used in the calculation of DVB Subcontractor Participation.

If the DVB Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVB Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVB Subcontractor Participation goal in the event that all or part of the DVB Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVB Subcontractor Participation Plan. Offeror's failure to provide adequate evidence of meeting or exceeding the 3% DVB Subcontractor Participation goal or adequate evidence of showing a good effort to do so, either in submitting these DVB forms or if the County makes a subsequent request for evidence, may be grounds for disqualification from Contract award.

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DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

| | All Offerors must complete this section | | | | | |
|--|--|--|--|--|--|--|
| Offeror: | Offeror: Apollo Couriers Inc | | | | | |
| | Offeror's Representative: | | | | | |
| | Payman Khosravi | | | | | |
| | | | | | | |
| | Exemptions (complete only if Offeror qualifies for one of the exemptions below) | | | | | |
| | Offeror is exempt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a: | | | | | |
| | Government agency | | | | | |
| | Nonprofit organization | | | | | |
| | Small Business Enterprise (SBE), pursuant to Board Policy B-53 | | | | | |
| | State of California small/micro business certification #: | | | | | |
| ☐ Veteran Owned Business (VOB), pursuant to Board Policy B-39a | | | | | | |
| | VOB status due to certification as a: | | | | | |
| | DVBE - State of California certification #: | | | | | |
| | VOSB - U.S. VA certification #: | | | | | |
| | SDVOSB - U.S. VA certification #: | | | | | |
| DVB Complia | DVB Compliance (complete if Offeror claimed no exemption above) | | | | | |
| O | Offeror will self-perform 100% of the services. | | | | | |
| ☐ C | omplete and attach DVB Subcontractor Participation Plan | | | | | |
| | Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVB Subcontractor Participation goal) | | | | | |

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

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DVB SUBCONTRACTOR PARTICIPATION PLAN

| Offeror: | Apollo Couriers Inc | Offeror Representative: Payman K | (hosravi |
|-------------|---|---|--------------------------------------|
| | | | |
| Project 7 | Title: | | |
| | | T | |
| ITEM NO. | DESCRIPTION OF WORK, SERVICE OR MATERIAL | NAME, ADDRESS, TELEPHONE NUMBER, CERTIFICATION, AND CERTIFICATION NUMBER OF DVB TO BE USED | DOLLAR AMOUNT TO BE PAID THIS DVB |
| 10018 | Subcontract Courier Services | Name: Ruben Segura | \$75,000 |
| | | Address: 503 Echania St, Los Angeles CA | |
| | | Telephone #: 818-848-1300 | |
| | | Certification: VOB Certification #: TBD Pre Bid Survey | |
| | | Name: | |
| | | Address: | |
| | | Telephone #: | |
| | | Certification: Certification #: | |
| | | Name: | |
| | | Address: | |
| | | Telephone #: | |
| | | Certification: Certification #: | |
| | | Name: | |
| | | Address: | |
| | | Telephone #: | |
| | | Certification: Certification #: | |
| | | Name: | |
| | | Address: | |
| | | Telephone #: | |
| | | Certification: Certification #: | |
| | | TOTAL AMOUNT TO CERTIFIED DVB | \$75000 |
| | Use addit | tional sheets if necessary. Compute utilization on last sheet. | |
| | Sheet | of (complete if submitting more than one sheet) | |
| COMPUT | ATION OF UTILIZATION AND COMPARIS | ON WITH THE SUBCONTRACTOR PARTICIPATION GOAL | |
| | Total Amount to Certified DVB | x 100 = Percent of Utilization | Goal = 3% |
| | Total Bid/Proposal | | - Coar 570 |

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

100

X

3%

Submit Documentation of Good Faith

Effort if goal is not met.

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DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBs that the Offeror <u>solicited</u> for participation in this contract along with dates. Use additional sheets if necessary.

| | Certified DVB Firm | Certificate (DVBE/SDVOSB) | Date of Contact (Mail, Fax, Telephone, etc.) | Responded (Yes/No) |
|-----|----------------------------|---------------------------|--|-----------------------|
| 1. | Super Delivery Service Inc | VOB | 7/26/21 Phone | Yes |
| 2. | Mac Frieght | SDVOSB | 7/26/21 Email | No |
| 3. | | | | |
| 4. | | | | |
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| 12. | | | | |
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| 14. | | | | |
| 15. | | | | |

Sheet Type dext her complete if submitting more than one sheet)

B. <u>DVB Solicitations</u>

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVB firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

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DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBs that <u>submitted</u> bids/proposals, (2) The qualifying certification (DVBE or SDVOSB), (3) Nature of work/supplies/services offered that are not accepted, (4) Dollar amounts of the DVBs bids/proposals not accepted, (5) Subcontractors and/or suppliers that will be used instead of the DVBs, (6) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (7) The reason for the bidder/offeror not accepting the DVB's bid/proposal. Use additional sheets if necessary.

| Name of DVB (1) | Certification (DVBE/SDVOSB) (2) | Nature of Work (3) | DVB Bids/Offer(\$) (4) | Subcontractor/ Supplier to be used (5) | Bid/Proposal Amount Accepted (6) | Reason Not Accepted (7) |
|-------------------------|---------------------------------------|--------------------|------------------------------|--|--|-------------------------------|
| Super Delivery Services | VOB | Courier Services | \$75,000 | Ruben Segura | \$75,000 | |
| | | | | | | |
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Sheet of (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

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AGREEMENT

RFB 11018

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS AGREEMENT

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

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AGREEMENT

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor ("Contractor"), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award a contract for Courier Services for Transportation Of Biological Specimens And Pharmaceuticals.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 RFB 11018 including all addenda and attachments (incorporated herein by reference), Exhibit A-2 DVB Participation Forms, Exhibit B Insurance Requirements, and Exhibit C, Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, A-2, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; fifth (5th) Exhibit A-1; sixth (6) A-2.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 PERFORMANCE OF WORK

- 1.1 <u>Standard of Performance</u>. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees

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subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

- 1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement.
- 1.4.2 Mandated Clause: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and ensure compliance with the Standard Terms and Conditions required of Contractor in Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 Contractor shall provide Contracting Officer Representative with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR").
- 1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

ARTICLE 2 SCOPE OF WORK

- 2.1 <u>Statement of Work</u>. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 <u>Right to Acquire Equipment and Services</u>. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 <u>Responsibility for Equipment</u>. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

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- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3 DISENTANGLEMENT

3.1 General Obligations.

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process.

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations.

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The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations.

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Reserved..

3.3.4 Return, Transfer and Removal of Assets.

- 3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.
- 3.3.4.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Transfer of Leases, Licenses, and Agreements.

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.6 Delivery of Documentation.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

- 3.4 <u>Findings Confidential</u>. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that 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.
- 3.5 <u>Publication, Reproduction or Use of Materials</u>. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4 COMPENSATION

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The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing (Rev. 2/10/21)

- 4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all federal, State, and other funding source requirements. *requirementsJ* Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.
- 4.1.2 <u>Invoices</u>. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and in compliance with all Agreement terms.
- 4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, a progress report documenting the status and accomplishments of Contractor during the billing period pursuant to Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.4 <u>Full Compensation</u>. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.5 Prompt Payment for Vendors and Subcontractors
 - 4.1.5.1 Prompt payment for vendors and subcontractors.
 - 4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
 - 4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
 - 4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:
 - 4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
 - 4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this

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Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

- 4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.1.6 <u>Conditions Prerequisite to Payments</u>. County may elect not to make a particular payment if any of the following exists:
 - 4.1.6.1 <u>Misrepresentation</u>. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
 - 4.1.6.2 <u>Unauthorized Actions by Contractor</u>. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
 - 4.1.6.3 <u>Default</u>. Contractor was in default under any terms and conditions of this Agreement.
- 4.1.7 <u>Withholding of Payment</u>. County may withhold payment until reports, data, audits, or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's determination, Contractor is in non-compliance with this Agreement.
- 4.1.8 <u>Availability of Funding</u>. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.1.9 <u>Disallowance</u>. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.1.10 <u>Maximum Price</u>. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

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ARTICLE 5 AGREEMENT ADMINISTRATION

- 5.1 <u>County's Agreement Administrator</u>. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
 - 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement 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 this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
 - 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6 CHANGES

- 6.1 <u>Contracting Officer</u>. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, 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. 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 this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 <u>Claims</u>. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. 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 Contracting Officer 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 this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7 SUSPENSION, DELAY AND TERMINATION

7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and 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

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prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement 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, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 <u>Damages for Delay</u>. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 <u>County Exemption from Liability</u>. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 <u>Full Cost Recovery of Investigation and Audit Costs.</u> Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.
 - At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.
- 7.5 <u>Termination for Convenience</u>. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
 - 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.2 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.
 - 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.5.4.1 Fraud, waste or abuse of Agreement funds, or
 - 7.5.4.2 Improperly submitted claims, or
 - 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.4 Any breach of any term or condition of the Agreement, or
 - 7.5.4.5 Any actions under any warranty, express or implied, or
 - 7.5.4.6 Any claim of professional negligence, or
 - 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

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- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.
- 7.7 <u>Remedies Not Exclusive</u>. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

ARTICLE 8 COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 <u>Compliance with Laws and Regulations</u>. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 <u>Contractor Permits and License</u>. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 <u>Affirmative Action</u>. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Division 4, Chapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 19.
- 8.6 <u>AIDS Discrimination</u>. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 <u>American with Disabilities Act (ADA) 1990</u>. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 <u>Political Activities Prohibited</u>. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow

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its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

- 8.9 <u>Lobbying</u>. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
 - 8.9.1 <u>Byrd Anti-Lobbying Amendment</u>. Contractor shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify 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 disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Contractor or Contractor's Subcontractors. In accordance with 31 U.S.C. 1352, Contractor shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Contractor shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.
- 8.10 <u>Religious Activity Prohibited</u>. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 RESERVED
- 8.12 <u>Board of Supervisors' Policies</u>. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
 - 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
 - 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
 - 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
 - 8.12.4 <u>Interlocking Directorate</u>. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
 - 8.12.5 <u>Drug and Alcohol-Free Workplace</u>. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
 - As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
 - 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - 8.12.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

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- 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.12.5.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.12.5.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein
- 8.13 <u>Cartwright Act</u>. Following receipt of final payment under the Agreement, Contractor assigns 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. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances. hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

- 8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
 - 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and
 - 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local)

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transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.16.3 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth herein.

- 8.17 <u>Display of Fraud Hotline Poster(s)</u>. As a material term and condition of this Agreement, Contractor shall:
 - 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
 - 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
 - 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
 - 8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor shall include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.20 <u>Compliance Program</u>. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 <u>Investigations</u>. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make

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available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

- 8.22 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:
 - 8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.23 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.322. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 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 during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.
- 8.24 Contract Work Hours and Safety Standards. If mechanics or laborers are to be employed under this Agreement, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

ARTICLE 9 CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
 - 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In

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addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 <u>Referrals</u>. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 <u>Prohibited Agreements</u>. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
 - 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
 - 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
 - 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above subsections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
 - 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 <u>Limitation of Future Agreements or Grants</u>. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
 - 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
 - 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of

ARTICLE 10 INDEMNITY AND INSURANCE

10.1 <u>Indemnity</u>. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors,

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licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10.2 <u>Insurance</u>. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11 AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

11.1 <u>Audit and Inspection</u>. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. Contractors will provide the following to the COR:
 - 11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.
 - 11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them (Health and Human Services Agency (HHSA) Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov).
 - 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
 - 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit
- 11.3 <u>Cost or Pricing Data</u>. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement 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

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Contracting Officer or his 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 Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

- 11.4 <u>Availability</u>. 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 (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
 - 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
 - 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 <u>Subcontract</u>. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

ARTICLE 12 INSPECTION OF SERVICE

- 12.1 <u>Subject to Inspection</u>. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13 USE OF DOCUMENTS AND REPORTS

- 13.1 <u>Findings Confidential</u>. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that 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.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement 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. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 <u>Confidentiality</u>. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only

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disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 <u>Maintenance of Records</u>. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 <u>Custody of Records</u>. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection. Notwithstanding the foregoing, Contractor may maintain custody of records where legally required.

13.7 Audit Requirement.

- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- (b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 13.8 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

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13.9 <u>Evaluation Studies</u>. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

ARTICLE 14 INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 <u>Recitals</u>. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable*:
 - 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
 - 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
 - 14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
 - 14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
 - 14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
 - 14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
 - 14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
 - 14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.
 - 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 <u>Definitions</u>. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
 - 14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 14.2.2 "Business Associate," when applicable, shall mean the Contractor.
 - 14.2.3 "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4 "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 14.2.5 "Covered Entity," when applicable, shall mean the County.
 - 14.2.6 "Security incident" shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of Contractor.

- 14.3.1 <u>Use and Disclosure of County PHI/PI/PII</u>. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2 <u>Safeguards</u>. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
- 14.3.3 <u>Mitigation</u>. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4 <u>Subcontractors</u>. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.

14.3.5 <u>Cooperation with County.</u>

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- 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
- 14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 <u>Breach Reporting</u>. Contractor shall report breaches and suspected security incidents to County, to include:

14.3.6.1 <u>Initial Report</u>.

- 14.3.6.1.1 Contractor shall email County Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
- 14.3.6.1.2 Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County "Privacy Incident Report" through the online portal at www.cosdcompliance.org within one (1) business day for all breaches and suspected security incidents.
- 14.3.6.2 <u>Investigation Report</u>. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
- 14.3.6.3 <u>Notification</u>. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 <u>Designation of Individuals</u>. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 <u>Termination</u>. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

ARTICLE 15 DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16 GENERAL PROVISIONS

16.1 <u>Assignment and Subcontracting</u>. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.

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- 16.2 <u>Contingency</u>. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 <u>Sections and Exhibits</u>. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 <u>Further Assurances</u>. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 <u>Governing Law</u>. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 <u>Headings</u>. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 <u>Modification Waiver</u>. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 <u>Neither Party Considered Drafter</u>. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 <u>Severability</u>. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 <u>Successors</u>. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 <u>Time</u>. Time is of the essence for each provision of this Agreement.
- 16.15 <u>Time Period Computation</u>. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

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- 16.18 <u>Publicity Announcements and Materials</u>. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 <u>Criminal Background Check Requirements</u>. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."

16.21.2 Definitions

- A. Minor: Individuals under the age of eighteen (18) years old.
- B. <u>Vulnerable Adult</u>: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

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- C. <u>Volunteer</u>: A person who performs a service willingly and without pay.
- 16.22 <u>Health Insurance</u>. Contractors providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at https://www.coveredca.com/ or to 1-800-300-1506.
- 16.23 <u>Survival</u>. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin the 1st day of October 2021 and end on June 30, 2022 ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for four (4) increments of one-year each for a total of four (4) years beyond the expiration of the Initial Term, not to exceed June 30, 2026 pursuant to Exhibit C Payment Schedule or other applicable pricing provisions of this Agreement. Unless County notifies Contractor in writing not less than thirty (30) days prior to the expiration date that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months

| ("Incremental Options"). The County may exercise each Incremental option (15) calendar days prior to expiration of this Agree exercised shall apply during the term of the Incremental Option. | 1 71 6 |
|---|---|
| COMPENSATION : Pursuant to Exhibit C or other applicable pricing a sum not to exceed (\$#####) for the initial term of t each of the # one-year option periods, for # a maximum Agreement an of payment stipulated in Article 4. | his Agreement and a sum not to exceed (\$#####) for |
| COR. The County has designated the following individual as the Con- | tracting Officer's Representative ("COR") |
| #Name and #Addres #Addres #Phone, FAX a | SS SS |
| CONTRACTOR'S REPRESENTATIVE. The Contractor has design #Name and #Addres #Addres #Phone, FAX a | Title ss |
| IN WITNESS WHEREOF, County and Contractor have executed this | Agreement effective as of the date of the last signature below. |
| COUNTY OF SAN DIEGO | [#CONTRACTOR NAME] |
| By: JOHN M. PELLEGRINO, Director Department of Purchasing and Contracting | By: [#Name and Title] |
| Date: | Date: |

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EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall provide as-needed courier services to transport laboratory biological specimens and prescription medications to various sites throughout the County of San Diego (County).

2. Background Information

County's Public Health Service Laboratory performs tests on samples that are obtained from various sites throughout the County. County sites may require pick up and transportation of biological specimens to and from various sites throughout the County.

Health and Human Services Agency's (HHSA) Behavioral Health Services Pharmacy and Edgemoor Pharmacy provide prescription medication services to patients within the care of the County. HHSA Pharmacy may require pick up of prescription medications from their site with delivery to various locations as designated by the County. Edgemoor Pharmacy may require pick up of prescription medications from local pharmacies with delivery to the Edgemoor Hospital.

Live Well San Diego Vision: The County of San Diego, Health and Human Services Agency (HHSA), supports the Live Well San Diego vision of Building Better Health, Living Safely, and Thriving. Live Well San Diego, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

- http://www.sdcounty.ca.gov/hhsa/programs/sd/live well san diego/index.html
- http://www.LiveWellSD.org

3. Goals and Outcomes

- 3.1. Goals: Contractor shall provide the services described herein to accomplish the following goals:
 - 3.1.1. Contractor shall employ best practices to ensure that all courier services are done in the most efficient, safest, and secure manner possible. Contractor shall ensure that all items transported are protected from damage or loss. This shall also apply to applicable County buildings, facilities, and property.
 - 3.1.2. Contractor shall ensure the protection of sensitive and confidential records during all transports.
- 3.2. Outcomes: Contractor shall achieve the following outcome objectives:
 - 3.2.1. Contractor shall respond to 100% of requests by County as specified.
 - 3.2.2. Contractor shall pick-up and deliver 100% of requests within the timeframe specified.
- 4. <u>Geographical/Regional Service Area(s)</u>. The geographic and regional service area of this contract shall be County-wide.

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5. General Requirements

- **5.1.** Contractor shall ensure that all requested transports are picked-up within two (2) hours from time request is placed by the County, unless otherwise specified in this Statement of Work or otherwise directed by County at time of request.
- **5.2.** Contractor shall ensure that all routine deliveries are completed within eight (8) hours of the time the request is placed by the County.
- **5.3.** Contractor shall ensure that no items, including biological specimens, prescription medications, property, and infrastructure are lost or damaged as a result of transport.
- **5.4.** Contractor shall coordinate with each County site's designated representative to ensure that all items are treated according to regulatory requirements and that appropriate safeguards are taken to protect the items.
- **5.5.** Contractor shall log each request which includes date and time of order, item of transport, name, phone number of the requestor, and start and end of trip odometer readings.

5.6. Healthy Working Environments

- 5.6.1. Contractor shall demonstrate a commitment to employee health and wellness through provision of healthy working environments to include, but not be limited to, smoke free workplaces, healthy food and beverage options, lactation accommodations, physical activity opportunities, and other key wellness activities.
- 5.6.2. Contractor shall send the County copies of any existing policies the contractor has adopted regarding healthy working environments to include, but not be limited to, smoke-free workplaces, access to and promotion of healthy foods and beverages, lactation accommodations, and physical activity opportunities. The County will compile the wellness policies, identify best practices, and will contact Contractor to request permission to share the policies, or a portion thereof, as a best practice.
- 5.6.3. Contractor shall ensure all facilities utilized for services under the contract are in conformance with the (California) Labor Code specifically relating to smoking in enclosed workplaces (Labor Code Section 6404.5). Additionally, Contractor is encouraged to support and establish smoke-free environments.

5.7. Background Checks

5.7.1. All persons employed under this contract will undergo a County-conducted background investigation as part of the process to determine acceptability at contractor's expense. See Attachment 1.

5.8. County Issued Identification (I.D.) Card

- 5.8.1. Upon successful completion of the background check, the Department of General Services Security Office will contact you to schedule your employees to process their I.D. card. See Attachment 1.
- 5.8.2. Contractor shall wear I.D. card at all times during the performance of duties under this contract. The purpose of the card is to immediately identify the wearer as an individual who is authorized to enter County premises. The wearer shall not escort or bring any other individuals into County designated premises. See Attachment 1.

6. Specific Requirements

- **6.1.** Contractor shall provide courier service twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays, as needed. Multiple trips may be requested each day and require transport between two or more locations.
- 6.2. Contractor shall comply with all Federal and State regulations regarding handling and transport of

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biological specimens and prescription medications including but not limited to: Department of Transportation, Center for Disease Control, U. S. Department of Agriculture, and Occupation Safety Health Administration.

- **6.3.** Site Locations. Contractor shall provide the services described herein Countywide and to the following sites:
 - 6.3.1. County offices and designated facilities and premises:
 - 6.3.1.1. Public Health Laboratory 3851 Rosecrans Street, Room Y76, San Diego, CA 92110.
 - 6.3.1.2. Health and Human Services Pharmacy 3851 Rosecrans Street, Room G35, San Diego, CA 92110.
 - 6.3.1.3. Edgemoor Pharmacy 655 Park Center Drive, Santee, CA 92071.
 - 6.3.2. The County reserves the right to add or delete sites during the contract period.

6.4. Biological Specimen Prescription Medication Transport

- 6.4.1. Contractor shall provide courier services to pick up and deliver biological specimens and prescription medications to and from County-designated sites located throughout the County. Various locations may include, but is not limited to, hospitals, medical offices, Federally Qualified Health Centers, private pharmacies, laboratories, detention centers, residences, congregate settings, university student health centers, and other facilities as designated by the County.
- 6.4.2. Contractor shall provide their own specimen sample transportation containers and must be able to maintain cold-chain temperature between 2°C (36°F) and 8°C (46°F) at all times throughout the courier transport process.
- 6.4.3. For immediate requests, known as "STAT" requests, Contractor shall provide confirmation of receipt of STAT request within fifteen (15) minutes from the time request is placed by County. Contractor shall pick-up and deliver STAT request within two (2) hours of the time of confirmation with the County.
- 6.4.4. <u>Communication</u>. Contractor shall use encrypted system when communicating with County staff requesting the biological specimen or prescription medication pick-up and delivery. This communication may include instructions and required forms as part of the transport and delivery process. Any such communication system must be in compliance with all governmental regulations regarding PHI, PII, and PI, inclusive of the applicable provisions in Article 14 of the Agreement.

6.5. Storage of Biological Specimens and Prescription Medications in Transit

6.5.1. Contractor shall properly transport all biological specimen and prescription medications in leak-proof, rigid containers to prevent damage, exposure and/or contamination. Temperature monitoring systems shall be used to ensure all biological specimens and medical prescriptions are properly maintained during transport to specified destinations.

7. Payments and Invoices

- 7.1. Contractor shall work with County staff to establish an invoice and billing format. County will accept invoice for monthly payments provided that contractor provides billing statements as directed.
- **7.2.** Contractor shall not submit invoices or collection notices directly to individual clients tested under the terms of this contract, unless directed by County.
- 7.3. Contractor shall furnish the County with an itemized invoice, receipt or delivery ticket showing unit and extended prices and other relevant details for each service item being billed.

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County of San Diego DEPARTMENT OF GENERAL SERVICES – OFFICE OF SECURITY SERVICES 5560 OVERLAND AVE, SAN DIEGO, CA 92123-1294 2rd Floor Suite 210

Contractor Clearance Background Check

Contractor's staff requesting clearance to work for the County of San Diego must comply with all of the following requirements.

- 1. Please go to a live scan facility to have your fingerprints electronically scanned. You will need to take your Driver License and Social Security card to the live scan facility. The live scan facility will collect a fee of \$52.00 which is required by the Department of Justice. (See attached suggested LIVESCAN locations.
- 2. Return to the County Security Office with the live scan and security clearance request forms. All forms must be printed and completed in order to process your clearance. You will need to bring a check or money order for \$20.00 made payable to the "Sheriff's Department". Bring your Social Security Card and a Driver License/CA ID. If you are a non-US citizen please bring a Permanent Resident Card or INS Work permit.
- Background clearances generally take 6-8 weeks. The County Security Office will notify your employer of the results. When you have been notified you have received a successful background check, please return to the County Security Office for a photo/ID. A fee of \$15.00, check or money order payable to: the Department of General Services is required to receive your badge. Background packets will only be held for 3 months after the employer is notified.

ID badges must be worn and be visible at all times when working in County Facilities. Under no circumstances may ID badges be given to or shared with others.

Office of Security Services Operations
Phone: (858) 694-2387 Dispatch
Hours of Operation to process and receive contractor badges:

MONDAY, WEDNESDAY, FRIDAY
8:00am-11:30 am & 1:00 pm - 3:00 pm

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San Diego County SHERIFF'S DEPARTMENT

SECURITY CLEARANCE REQUEST RELEASE AND WAIVER

To Whom It May Concern:

I hereby authorize any investigator or authorized representative of the San Diego County Sheriff's Department bearing this release and waiver, or a copy of it, to obtain or copy any information in your files concerning, but not limited to, my employment records, personal history, DMV records, and criminal records (adult and juvenile).

I hereby release you, your organization, or others from flability or damage, which may result from furnishing the information required.

The information entered on this form is to be used to assist the Sheriff's Department in determining my fitness and qualifications for a position of trust and responsibility.

TYPE OR PRINT IN INK

| Name: | | Sex: | |
|--|---------------------|----------------------|------------|
| Name:(Last, First, Middle) | | | (M or F) |
| Other Names You Have Been Known By: | | | |
| (Street, Apt #) | (City) | (State) | (Zip Code) |
| Date of Birth: Place of Birth (Month, Day, Year) | th: | (City, State/Country |) |
| Driver License Number/State: | | Number: | |
| Social Security Number: | Height: | Weigh | t: |
| Eye Color: Hair Color: | | | |
| Signeture: | | Date: | |
| "THE FOLLOWING INFORMATION IS TO BE COM | PLETED BY THE P | ROSPECTIVE EN | PLOYER** |
| Photo Identification and Social Security Number Verified B | y: | · · · · · | |
| Employer. | | | |
| (i.e. Security, Ja | enitorial, etc.) | | |
| Requested:(Authorized Representative Nam | e, Phone Number and | Mail Stop) | |
| Area of Primary Assignment: | | | |

A copy of your picture identification and social security card must be presented with this form.

CT-4 10/13



REQUEST FOR LIVE SCAN SERVICE

| Applicant Submission | | | | | | |
|---|-------------------|------------------------|----------------------------------|---|------------------------|-----------|
| A1953 | | | Authorized Ap | nlicant Type | | |
| ORI (Code assigned by DOJ) | | | Authorized Ap | pilcant Type | | |
| Type of License/Certification/Permit | OR Working Title | (Maximum 30 characters | if assigned by DOJ, use | exact title assigned) | | |
| Contributing Agency Information: | | | | | | |
| DEPT OF GENERAL SERVICES, S | | | 07283 | | | |
| Agency Authorized to Receive Criminal F | | | | | | |
| 5560 OVERLAND AVE, 2ND FLOOR | SUITE 210 | | Contact Name / | mandatory for all school sub | mlaciona) | |
| Street Address or P.O. Box | C4 | 02126 | | • | 11113310113) | |
| SAN DIEGO | CA State | 92126 ZIP Code | (858) 694-238 Contact Telepho | | | |
| City | State | ZIF Code | Contact Telephi | Nie laduibei | | |
| Applicant Information: | | | | | | |
| Last Name | | | First Name | | Middle Initial | Suffix |
| Other Name: (AKA or Alias) | | | | | | |
| Last Name | | | First Name | | | Suffix |
| Sex | Male F | - Female | | | | |
| Date of Birth | | | Driver's Licens | e Number | | |
| | | | Billing | | | |
| Height Weight | Eye Color | Hair Color | Number | | | |
| | | | (Agenc | y Billing Number) | | |
| Place of Birth (State or Country) | Social Security N | umber | Number | dentification Number | | |
| Home | | | (Outer) | delianceadori (deliaber) | | |
| Address Street Address or P.O. Box | | | City | | State ZIP | Code |
| | | | | | | |
| I have received and re | ead the include | d Privacy Notice, | Privacy Act Sta | atement, and Applicant | rs Privacy Rights. | |
| | Applicant Cinner | | | Da | ate | |
| | Applicant Signa | iure | | | | |
| Your Number: | | | Level of Ser | | S FBI | |
| OCA Number (Agency Ide | ntifying Number) | | | Service indicates FBI, the fing record information of the FB | | check the |
| If re-submission, list original AT | number | | - | | | |
| (Must provide proof of rejection) | | nal ATI Number | | | | |
| Employer (Additional response | for agencies sp | ecified by statute |): | | | |
| Employer Name | | | | | | |
| | | | | | | |
| Street Address or P.O. Box | | | | Telephone Number (op | tional) | |
| City | | State | ZIP Code | Mail Code (five digit cod | de assigned by DOJ) | |
| Live Scan Transaction Complete | ed By: | | | | | Track to |
| | | | | | | |
| Name of Operator | | | Date | | | |
| Transmitting Agency | LSID | | ATI Number | Ar | mount Collected/Billed | |
| | | | | | | |



| For Agency Use Only |
|-----------------------|
| HHSA SERVICE CONTRACT |
| COR |
| PHONE |
| SERVICE LOCATION |
| |

CONTRACTOR

COR AUTHORIZATION

IDENTIFICATION/ACCESS CARD REGISTRATION

DEPARTMENT OF GENERAL SERVICES/ OFFICE OF SECURITY SERVICES

Forms must be typed or printed clearly

| | | | • |
|---------------------------------|---------------------|---------------------------|-----------------------|
| - | Electronic Picture: | | |
| CARD NUMBER: | gned by DGS | D TYPE: 10 ONLY | ID/ACCESS |
| CARDHOLDER: | Last Name | First Name | M.I. |
| COUNTY FACILITY/ SE ADDRESS: | RVICE LOCATION | | |
| COUNTY CONTRACT | NUMBER: | | CONTRACT ENDING DATE: |
| COMPANY NAME: | | | |
| DATE OF BIRTH: | | DRIVER LIC | ENSE NUMBER |
| GUARD CARD NUM | BER: If Applicable | EXPIRA | ATION DATE: |
| REASON FOR ID: | NEW: DAM | IAGED: CHA | NGE: LOST: |
| | COE | COH CE OF SECURITY SER | HEIGHT VICES |
| | | MAIL STOP: 0-366 | |
| | ρ | HONE: (858) 694-23 | 87 |
| | | NUMBER: (858) 278 | |
| | (min | transmitted or a | |

RFB 11018

| LIVESCAN LOCATIONS | | | | |
|--------------------|---|-------------------|--|--|
| | | | | |
| COUNTY | LOCATIONS | HOURS | | |
| | QWIK Prints | | | |
| | 629 3rd Ave. | walk ins | | |
| SOUTH | (619-585-0022) SD Livescan | Walk ino | | |
| | 135 Civic Center Drive #202 | | | |
| | National City 91950 | Mon-Friday | | |
| SOUTH | (619) 851-6483 | 9:30-4:30 | | |
| 3007 | Oceanside Police | | | |
| | 3855 Mission Ave. | Mon-Fri | | |
| NORTH | (760-435-4900) | 8-4:30 | | |
| | Delmar Livescan | Mon-Friday 9-6 | | |
| | 3830 Valley Ctr. Dr. Ste 705 | Sat-Sun 10-4 | | |
| | San Diego | Also Free mobile | | |
| NORTH | (858) 342-2389 | service | | |
| | SD Livescan | Mon-Friday | | |
| | 12937 Pomerado Rd Ste F | 9:30-4:30 | | |
| | Poway, Ca 92064 | **** | | |
| NORTH | (858) 842-3838 | Sat by Appt only | | |
| | Fingerprinting Services 772 Jamacha Rd. | | | |
| | | | | |
| | El Cajon (619) 593-9993 | M-F 9-6 Sat 9-3 | | |
| EAST | (619) 593-8883 | 141-1 0-0 021-0 | | |
| | SD Livescan | | | |
| | 9590 Chesapeake Dr. #122 | 1 | | |
| 1 | San Diego, Ca 92123 | Mon-Fri 9:30am to | | |
| SAN DIEGO | • | 4:30pm | | |
| SAN DIEGO | Alive Scan | | | |
| | 2707 Garnet Ave. #3 (858 | Mon- Friday 9-6 | | |
| BAN DIEGO | 349-0204 | Walk-ins & Appts | | |
| SAIT DIEGO | 10.000 | | | |
| | Scripps Ranch Mobile | | | |
| | LiveScan | | | |
| 1 | www.scrippsranchnotary.co | m By Appointment | | |
| SAN DIEG | (858) 353-2313 | Only | | |
| SVIA DIPA | | | | |

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No. 3.1.6.4 Page 1 of 4



Subject: CONTRACT SERVICE PROVIDER SECURITY REQUIREMENT

Date: February 2020

A. POLICY

Security is a top priority for the County of San Diego. As such, contract service providers are required to fully comply with the security requirements of this policy and as outlined within their respective service agreements. Fallure to do so is considered a breach of security and may result in the termination for default.

All service provider persons, prior to performing duties under a new or an active service contract, must obtain a County issued contractor identification (ID)/access badge. This includes all contractor employees and others who might have access to County facilities without the supervision of a County employee.

The contractor and associated staff shall complete a security screening by the Sheriff's Department (Background Division), California Department of Justice and the Federal Bureau of Investigation before being issued an identification (ID)/access badge permitting independent entry into County facilities.

B. PROCEDURES

- Background Investigations:
 - Background checks are required for all contractor employees before access will be permitted to County facilities/property;
 - b. Contractors shall submit a complete background check package for all employees (including sub- contractors) identified to deliver contract services at any County facility. Background check packages must be submitted to the Department of General Services (DGS) Office of Security Services located at the County Operations Center. The contractor is advised to keep copies of all applications/background check packages submitted to the DGS Office of Security Services:
 - c. Incomplete packages will not be accepted. A typical background package includes:
 - (1) A complete signed Security Clearance Request Form;
 - (2) A clean, valid, and legible copy of Social Security Card or Social Security Administration abstract;
 - (3) A clean, valid, and legible copy of a Driver's license, or State-issued Identification Card:
 - (4) For contract employees who are not citizens of the United States: either a valid Resident Alien Badge or valid form of picture identification;
 - (5) For contract employees requesting electronic access authorization: a complete Access Registration Form.
 - d. Contractors are required to submit one check covering the cost of the background check process for all employees. The check should be made payable to: Sheriff, County of San

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No. 3.1.6.4 Page 2 of 4



Subject: CONTRACT SERVICE PROVIDER SECURITY REQUIREMENT

Date: February 2020

Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services:

- e. In addition to the background package, contractors must complete a Livescan application. Contractors shall obtain a Livescan application from the DGS Office of Security Services. The contractor shall be provided information on various Livescan locations and fees. A fee is required by the Department of Justice and collected by the Livescan operator;
- f. Background checks generally take 4-6 weeks to process. The DGS Office of Security Services will call the contract vendor the same day the results of submitted background checks are received to communicate the results. If the background screening results are acceptable, the DGS Office of Security Services will make contact and request that contractor employees come to the office to have their photo taken and ID badge issued;
- g. Background checks for contract employees will be valid for the duration of the respective contract and must be renewed prior to the initiation of subsequent or follow-on contracts. "As Required" contract support staff must renew their respective background checks, at a minimum, every four (4) years.

2. Identification (ID) Badging:

- a. ID badges will only be issued to applicants successfully completing the background investigation process. ID badges will be issued when the employee's photo is taken. If a contract employee is scheduled to receive electronic access to any County facility, activation of the badge may take an additional 48 hours to complete;
- Contractors shall submit payment for each employee identification badge via one check, covering the cost for all employees, and payable to: Department of General Services, County of San Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services;
- c. DGS shall take pictures for service contract staff or pictures may be provided on a digital disk. If supplied by the contractor, the pictures must be saved as "Last Name, First Name". Additionally, the pictures must be in a JPG/JPEG file format;
- d. County issued ID badges are to be worn at all times during the performance of duties under an existing service contract. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter County facilities for the performance of contractual duties. The wearer will not escort or bring any other individuals into County facilities. County Issued ID Badges are for the exclusive use of the individual named and pictured on the badge;
- Contractor shall notify the County, DGS Office of Security Services immediately in the event an ID badge belonging to their employee is lost. The contractor shall be assessed fifty dollars (\$50.00) for each lost badge;
- f. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The contractor is responsible for collecting the ID badges and turning them in to the County project manager or the DGS Office of Security Services

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No. 3.1.6.4 Page 3 of 4



Date: February 2020

Subject: CONTRACT SERVICE PROVIDER SECURITY REQUIREMENT

when a contract ends or when an employee leaves employment. The contractor assumes all responsibility for their employee's use of and the return of the County ID badges. The contractor shall be assessed one hundred dollars (\$100.00) for each badge not returned. At the expiration and/or termination of an associated contract, final payment shall be withheld until all ID badges are accounted for;

- g. ID badges will only be issued to the specific individual cleared via the required background screening process. The cleared individual will need to present themselves in person with a valid copy of a Driver's license or State-Issued Identification Card to receive their ID badge;
- All contractors shall prepare a written policy on use of County ID badges for County approval and shall provide periodic policy training to employees.
- Contractor new hired employee(s) Intended to perform duties under an active term contract must follow the procedure in order to have new ID badges issued to them.

3. Additional Information

- a. DGS Office of Security Services staff shall promptly submit all Security Clearance request information to the Sheriff's Background Division, California Department of Justice, and the Federal Bureau of investigation for processing;
- b. Requests for access to Justice related facilities (Courts, Detentions, Sheriff Stations, etc.): ID badges shall not be issued to a contractor without a qualifying recommendation from the Sheriff's Background Division. For Justice related facilities, previous arrest and/or criminal convictions will normally lead to a non-qualifying recommendation and subsequent denial of an ID/Access badge;
- c. Requests for access to all other County facilities: ID badges may be issued to contract personnel with previous legal issues providing the documented activity does not conflict with County business necessity. With respect to criminal convictions, three factors will be considered in determining whether a conflict with County business necessity exists:
 - (1) The nature and gravity of the offense(s) for which the applicant was convicted;
 - (2) The time passed since conviction and/or completion ofsentence;
 - (3) The nature of the contract service to be provided.

When required, business necessity determinations shall be made by either the DGS Office of Security Services or the designated representative of the County client department overseeing the execution of identified contract services. Note: An amended disposition of conviction (expunged) shall not be treated differently than a non-amended disposition (non-expunged) for purposes of business necessity determinations.

- d. Reasons for a non-qualifying recommendation (and denial of an ID/Access badge) may include, but are not limited to, the following:
 - (1) Felony convictions;
 - (2) Conviction for crimes of moral turpitude (prostitution, sex offenses, etc.);
 - (3) Exhibiting patterns of criminal behavior;
 - (4) Exhibiting patterns of anti-social behavior;

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Subject: CONTRACT SERVICE PROVIDER SECURITY REQUIREMENT

Date: February 2020

- (5) Convictions for illegal immigrant smuggling;
- (6) Unresolved warrants or investigations;
- (7) Receipt of subsequent arrest notices after the Issuance of an ID badge.
- e. Upon receipt of completed background checks, the DGS Office of Security Services staff shall review and validate that all required information in is order. Afterwards, the completed background check package shall be reviewed and approved by the County of San Diego Security Manager prior to issuance of a County badge;
- f. In all cases, non-qualifying determinations and subsequent denial of an ID/Access badge by the DGS Security Manager must be reviewed and approved by the DGS Chief of Facility Operations.

C. REFERENCE(S):

1. CAO Administrative Manual, Item No. 0040-06, "County Identification Card Program"

MARKO MEDVED, P.E., CEM, Director, Department of General Services

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COUNTY OF SAN DIEGO ADMINISTRATIVE MANUAL

| SUBJECT: WEAPONS PROHIBITION AND SCREENING | ITEM NUMBER | 0050-02-10 |
|--|----------------|------------|
| EFFECTIVE DATE: SEPTEMBER 20, 2017 | PAGE | 1 OF 3 |

1. PURPOSE

To adopt and implement rules and regulations relating to the carrying or bringing weapons into or onto County buildings, facilities, infrastructure and property, and to adopt and implement weapons screening policies and procedures.

2. BACKGROUND

Section 126 of San Diego County Administrative Code Article VIII directs the Chief Administrative Officer to adopt and implement rules and regulations regarding the operation of and access to County facilities. Sections 43.101 through 43.103 of the San Diego County Code of Regulatory Ordinances authorize the implementation, noticing and enforcement of such rules and regulations.

3. SCOPE

This policy applies to all County-owned and County-operated buildings, facilities, infrastructure and property except as otherwise stated herein.

4. **DEFINITIONS**

"Official Business" means, for purposes of section 5.1 below, activities being conducted on behalf of the Peace Officer's employing agency and within the Peace Officer's scope of duties for that agency.

"Peace officer" means a "peace officer" within the provisions of Penal Code Part 2, Title 3, Chapter 4.5.

"Weapon" or "weapons" means any of the following:

- 1. Any firearm
- 2. Any deadly weapon described in Penal Code section17235 or in any provision listed in Penal Code section 16590.
- 3. Any knife with a blade in excess of four inches or any knife the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands.
- 4. Any weapon or delivery device for tear gas or lachrymatory agents of any kind, including but not limited to OC spray (oleoresin capsicum or "pepper spray").
- 5. Any taser or stun gun, as defined in Penal Code section 244.5
- 6. Any instrument that expels a projectile, such as a BB or pellet or rubber bullet, through the use of gas or air pressure, spring action, or any spot marker gun or paint gun.
- 7. Any explosive or incendiary device

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COUNTY OF SAN DIEGO ADMINISTRATIVE MANUAL

SUBJECT: WEAPONS PROHIBITION AND SCREENING

EFFECTIVE DATE: SEPTEMBER 20, 2017

PAGE

2 OF 3

5. POLICY

- 5.1 No person except Peace Officers on Official Business who are authorized under State law to carry a firearm while on duty shall bring any weapon into or on to any County-owned or County-operated building, facility, structure or property. Peace Officers on personal business are not allowed to possess or carry firearms in County-owned or County-operated buildings, facilities, structures or properties.
- 5.2 Persons authorized by this policy to bring a weapon into or on to a County-owned or County-operated building, facility, structure or property shall advise the Sheriff or other security personnel of their intent to enter with such weapon and shall provide, upon request, identification or documentation of their status as a peace officer and shall inform the Sheriff or other security personnel of the Official Business for which they are entering the property.
- 5.3 Notwithstanding any other provision of this policy, rule, regulation or law, the Sheriff or other security personnel may, at their sole discretion, refuse entry to any person carrying any weapon.
- 5.4 Notwithstanding any other provision of this policy, rule, regulation or law, the Sheriff or other security personnel may, upon determining that security conditions warrant it, require all persons, including employees, entering a County facility or property to pass through weapons screening devices and/or submit to a search/inspection of their person and personal property.
- 5.5 Persons refusing such screening and/or search and inspection shall be refused entry. Persons intentionally avoiding submission to the screening and search or inspection of their person and/or property may be arrested, cited and prosecuted pursuant to Penal Code section 602(y).
- Additional rules and regulations pertaining to specific County-owned or County-operated buildings, facilities, structures or property, including but not limited to airports, may apply and shall be made available pursuant to section 6.1 of this policy.

6. PROCEDURE

- 6.1 Pursuant to County Regulatory Code section 43.101, this policy shall be available at County facilities during normal business hours and shall be available on the County internet website. Additional rules and regulations as referenced in section 5.3 of this policy shall be available at the facilities to which they apply and shall be available on the County internet website.
- 6.2 Pursuant to County Regulatory Code sections 43.102 and 43.103, it is a misdemeanor to (a) refuse or fail to comply with this policy, (b) disregard, deface,

COUNTY OF SAN DIEGO ADMINISTRATIVE MANUAL

SUBJECT: WEAPONS PROHIBITION AND SCREENING ITEM NUMBER

EFFECTIVE DATE: SEPTEMBER 20, 2017 PAGE 3 OF 3

alter or tamper with any warning or instructional sign located in a County facility or on County property, or (c) refuse to leave a County facility or property after being ordered to do so by any law enforcement officer or other person designated by the Chief Administrative Officer.

Approved:

Helen N. Robbins-Meyer Chief Administrative Officer

Responsible Department(s)

Sheriff's Department General Services

ATTACHMENTS

None

CROSS-REFERENCES

San Diego County Administrative Code Article VIII, Section 126
San Diego County Code of Regulatory Ordinances, Sections 43.101 through 43.103

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EXHIBIT B – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions).

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. Coverage shall include contractual liability. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

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The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

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County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior <u>written</u> consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contact.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

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EXHIBIT C – PAYMENT SCHEDULE (Submit completed Payment Schedule with your bid)

*The Price per Trip shall be fully loaded rates and based on a 50 mile trip. For mileage over and above 50 miles per trip, contractor will be paid the current GSA mileage reimbursement rate, as adjusted annually (https://www.gsa.gov/mileage). The County reserves the right to add or delete sites during the contract period.

INITIAL TERM: OCTOBER 1, 2021 THROUGH JUNE 30, 2022

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|-----------------------------|--|--------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ | 760 | \$ | \$ |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ | 200 | \$ | \$ |
| 3 | Holiday Transport | \$ | 13 | \$ | \$ |
| Total for the Initial Term: | | | | | \$ |

FIRST OPTION YEAR: JULY 1, 2022 THROUGH JUNE 30, 2023

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------|---------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ | 760 | \$ | \$ |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ | 200 | \$ | \$ |
| 3 | Holiday Transport | \$ | 13 | \$ | \$ |
| | Total for the first option year: | | | | |

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SECOND OPTION YEAR: JULY 1, 2023 THROUGH JUNE 30, 2024

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|--------------------------------------|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ | 760 | \$ | \$ |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ | 200 | \$ | \$ |
| 3 | Holiday Transport | \$ | 13 | \$ | \$ |
| Total for the second option year: \$ | | | | | s |

THIRD OPTION YEAR: JULY 1, 2024 THROUGH JUNE 30, 2025

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|----------------------------------|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ | 760 | \$ | \$ |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ | 200 | \$ | \$ |
| 3 | Holiday Transport | \$ | 13 | \$ | \$ |
| Total for the third option year: | | | | \$ | |

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FOURTH OPTION YEAR: JULY 1, 2025 THROUGH JUNE 30, 2026

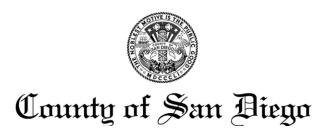
| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|-----------------------------------|--|-----------------------|---------------------------|-----------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ | 760 | \$ | \$ |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ | 200 | \$ | \$ |
| 3 | Holiday Transport | \$ | 13 | \$ | \$ |
| Total for the Fourth Option Year: | | | | | \$ |

| GRAND TOTAL 10/1/2021 – 6/30/2026 – BASIS FOR AWARD | \$ |
|---|----|
|---|----|

Note: List of observed holidays:

- 1. New Year's Day
- 2. President's Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Thanksgiving Day
- 7. Christmas Day

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JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

Allen R. Hunsberger
Assistant Director

July 2, 2021

ADDENDUM No. 2

REQUEST FOR BIDS (RFB) 11018 HEALTH AND HUMAN SERVICES AGENCY COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Exhibit C, Payment Schedule has been revised. See attached revised Exhibit C, Payment Schedule marked Addendum 2.

If you have any questions, please contact Holly Lam, Procurement Contracting Officer, (858) 505-6613, Holly.Lam@sdcounty.ca.gov.

EXHIBIT C – PAYMENT SCHEDULE

(Submit completed Payment Schedule with your bid)

*The Price per Trip shall be fully loaded and based on a 35 mile trip. For mileage over and above 35 miles per trip, contractor will be paid the current GSA mileage reimbursement rate, as adjusted annually. (https://www.gsa.gov/mileage). The County reserves the right to change its projected estimated trips per month as well as its right to add or delete sites during the contract period.

INITIAL TERM: OCTOBER 1, 2021 THROUGH JUNE 30, 2022

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 35.00 | 760 | \$26,600.00 | \$ 319,200.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 40.00 | 200 | \$ 8,000.00 | \$ 96,000.00 |
| 3 | Holiday Transport | \$ 40.00 | 13 | \$520.00 | \$6,240.00 |
| | | | Total for the | Initial Term: | \$ 421,440.00 |

FIRST OPTION YEAR: JULY 1, 2022 THROUGH JUNE 30, 2023

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|--------------------|---------------------------------|-----------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$35.00 | 760 | \$26,600.00 | \$319,200.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 40.00 | 200 | \$ 8,000.00 | \$ 96,000.00 |
| 3 | Holiday Transport | \$40.00 | 13 | \$ 520.00 | \$ 6,240.00 |
| | | · | Total for the firs | t option year: | \$ 421,440.00 |

SECOND OPTION YEAR: JULY 1, 2023 THROUGH JUNE 30, 2024

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 35.00 | 760 | \$ 26,600.00 | \$ 319,200.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 40.00 | 200 | \$ 8,000.00 | \$ 96,000.00 |
| 3 | Holiday Transport | \$40.00 | 13 | \$520.00 | \$6,240.00 |
| | Total for the second option year: | | | | \$ 421,440.00 |

THIRD OPTION YEAR: JULY 1, 2024 THROUGH JUNE 30, 2025

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 35.00 | 760 | \$ 26,600.00 | \$ 319,200.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 40.00 | 200 | \$ 8,000.00 | \$ 96,000.00 |
| 3 | Holiday Transport | ^{\$} 40 | 13 | \$520.00 | \$6,240.00 |
| | Total for the third option year: | | | | \$ 421,440.00 |

FOURTH OPTION YEAR: JULY 1, 2025 THROUGH JUNE 30, 2026

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 35.00 | 760 | \$26,600.00 | \$319,200.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 40.00 | 200 | \$8,000.00 | \$ 96,000.00 |
| 3 | Holiday Transport | \$40.00 | 13 | \$520.00 | \$6,240.00 |
| | Total for the Fourth Option Year: | | | | |

| GRAND TOTAL 10/1/2021 – 6/30/2026 – BASIS FOR AWARD | \$ 2,107,200.00 |
|---|-----------------|
|---|-----------------|

Note: List of observed holidays:

- 1. New Year's Day
- 2. President's Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Thanksgiving Day
- 7. Christmas Day

Next Bid

BID COVER PAGE (PC-600)

| | SUBMITTAL | INFORMATION | | |
|--|---|--|-------------------|--|
| | Submit this Completed Form | as the Cover Page of Your Bid | | |
| | DESCI | RIPTION | | |
| Request for Bids (RFB) 11018 | | COURIER SERVICES FOR TRANSPORTATION BIOLOGICAL SPECIMENS AND PHARMACI | | |
| 0 | FFEROR INFORMATION (TO | BE COMPLETED BY OFFEROR) | | |
| | | or Print Clearly | | |
| BUSINESS INFORMATION | | REPRESENTATIVE AUTHORIZED TO SIGN OFFER | | |
| Company Organization Name | | Shiraz Mir | | |
| Company/Organization Name | | Authorized Representative Name | | |
| | | 0 . 1 1 | | |
| Address (916) 470-0476 Telephone Number | C. C. 1. 495839 | Authorized Representative Title | | |
| Address | vary sucomments, | Authorized Representative Title | | |
| (611) 475 3171 | | Shi (azmir 916@ gmail.com Authorized Representative Email Address | 1 | |
| (116) 7/0-04/6 | | Authorized Representative Email Address | | |
| Telephone Number | | (916) 470 - 0476 Authorized Representative Telephone Number | | |
| | | Authorized Representative Telephone Number | | |
| Website Address | | | | |
| () | | 187 Doinger D. 186 124 C | LIAGER | |
| Fax Number (optional) | - | Authorized Representative Mailing Address | CA ISO. | |
| AUTHORIZED POINT OF CON | TACT (POC) (if different from A) | athorized Representative) | | |
| County communications to Offeror Authorized Representative. | regarding this RFB will be sent to t | he POC. If no POC is provided, such communications wi | ll be sent to the | |
| | | | | |
| POC No. | | | | |
| POC Name | | POC Email Address | | |
| POC Title | | POCT I I I V I | | |
| POC Title | | POC Telephone Number | | |
| POC M. 'I'. A III | | | | |
| POC Mailing Address | ACKNOWI EDGEN | TENT OF A DDEAD A | | |
| | | IENT OF ADDENDA | | |
| Bidde | er Acknowledges Addendum 1 [1/2 | [1/3 [1/4 [1/5 [] additional | | |
| | SIGNA | ATURE | | |
| behalf of the Offeror listed above information provided by the Cou | e; that all of the RFB instruction nty, including but not limited to on in this submission is true, cor | alifornia, that I am authorized to execute and submits and rules, exhibits, addenda, explanations, and any, the diligence material, has been reviewed, understorect, and in compliance with the terms of the RFB; agreement included in the RFB. | other od and | |
| Shinz MV 7/25/2021 | | | | |
| Authorized Representative Signature Date | | | | |
| | NOTICE OF ACCEPTAN | CE OF SUCCESSFUL BID | | |
| ACCEPTANCE AS TO ITEM(S) N | (This section for UMBERED: | County use only) COUNTY OF SAN DIEGO: | | |
| The state of the s | obeideb. | By: | | |
| | | | D. com | |
| TOTAL AMOUNT: | AWARD NO.: | JOHN M. PELLEGRINO, Director NAME & TITLE OF CONTRACTING OFFICER | DATE | |
| | 1,500 | THE OF CONTRACTING OFFICER | | |
| | | | | |

County of San Diego

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Ref. 44 C.F.R. APPENDIX A to PART 18 - Certification Regarding Lobbying

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

- 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.
- 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.

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.

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.

| Capital Transit Name of Contractor/Offeror | Contract or Solicitation Number |
|--|---|
| Shiraz Mil Printed Name of Contractor's Authorized Official | President Title of Contractor's Authorized Official |
| Shirz MV Signature of Contractor's Authorized Official | 7/25/2021 Date of Signature |

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COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11018) HEALTH AND HUMAN SERVICES AGENCY

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

County of San Diego Department of Purchasing and Contracting REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

| | | quote, statement of qualifications, or any other submissio | n to | provide goods and/or services). |
|-------|-----------------|--|------|---|
| 1. | | NESS TYPE | | |
| 2. | INTER In acc | or-profit Non-profit Government RLOCKING DIRECTORATE cordance with Board of Supervisors Policy A-79, if Offeror is n-profit and will be subcontracting with a related for-profit | | 4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, acceptions between the control of t |
| | entity | where an interlocking directorate, management or ownership onship exists, Offeror must list all such entity(ies) on an | | or compliance body; 4.2.4 Are proposed for debarment by any state, local, or federal department or agency. |
| | attach | hed separate sheet, and authorization must be sought from d of Supervisors. If Offeror is a non-profit and does not submit | | 4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this |
| | such a | a list, Offeror certifies it has not entered into a subcontract onship with a related for-profit entity. | | Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific |
| 3. | BUSIN | Attached? Yes NESS REPRESENTATION or represents as a part of this offer the following information | | relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested |
| | regard | ding the ownership, operation, and control of its business: Are you a local business with a physical address within the County of San Diego? Yes No | | certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed. Disclosure Attached? Yes |
| | 3.2. | Are you certified by the State of California as a: | 5. | |
| | | Disabled Veteran Business Enterprise(DVBE) | | Offeror certifies to the best of its knowledge that, other than as |
| | | Certification #: | | disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously |
| | | Small Business Enterprise (SBE) | | contracted with the County to perform work on or related to this project |
| | 3.3. | Certification #: Are you certified by the U.S. Dept Of Veterans' Affairs as: | | (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications). |
| | | Veteran Owned Small Business (VOSB) Certification # | | Disclosure Attached? Yes |
| | | Service Disabled Veteran Owned Small Business | 6. | CURRENT COST OR PRICING Offeror certifies to the best of its knowledge that cost and/or pricing |
| | | (SDVOSB) | | data submitted with this offer, or specifically identified by reference |
| | 5.0 | Certification # | | if actual submission of the data is impracticable, are accurate, |
| | 3.4. | Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the | 7. | |
| 4. | DEDA | County of San Diego): (20) ARMENT, SUSPENSION, AND RELATED MATTERS | | Offeror certifies that in relation to this offer. |
| 4. | 41.0 | Offeror certifies to the best of its knowledge that neither it nor | | 7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the |
| | ar | any of its officers: 1.1.1. Are presently debarred, suspended, declared ineligible, | | purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with |
| | | or voluntarily excluded from covered transactions by any state, local, or federal department or agency. | | any County employee(s) or consultant(s) involved in this or related procurements; |
| | 4. | 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment | | 7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the |
| | | rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal. | | Offeror and will not knowingly be disclosed by the Offeror 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 Offeror or to |
| | | state, or local) transaction or contract under a public transaction; violation of federal or state antitrust | | of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and |
| | | statutes; or commission of embezzlement, theft, | | 7.3. No attempt has been made or will be made by the Offeror to |
| | | forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; | | induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition. |
| | 4.2. E | except as allowed for in Section 4.2.5, Offeror hereby | 8. | ADDITIONAL DISCLOSURES |
| | | ertifies to the best of its knowledge that neither it nor any of | | Offeror shall report in writing to the County Department of Purchasing |
| | | s officers: | | and Contracting within five business days of discovering or having |
| | 4. | .2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or | | any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide |
| | | local) with the commission of any of the offenses | | additional information supporting Offeror's Representations and |
| | 4 | enumerated in paragraph 4.1.2 of this certification; 2.2. Have within a three (3) year period preceding this | | Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract. |
| | | agreement had one or more public transactions (federal, state or local) terminated for cause or default; | | or until termination or expiration of any resulting contract(s). |
| | | CERTIFI | | |
| The | informa | lation furnished in Paragraphs 1 through 8 and in the accompa | nyin | ng offer is certified to be factual and correct as of the date submitted |
| and | this ce | ertification is made under penalty of perjury under the laws of the | e St | ate of California. |
| Na | me: | | gnat | ture: Shin /VIV |
| Title | 9: | President Da | ite: | 7/25/2021 |
| Cor | mpany/ | /Organization: | | |

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

| This indemnification agreement is made and entered into | by and between the County of San Diego |
|---|--|
| | Capital Transit |
| ("Offeror") with reference to the following facts: | |

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "EXHIBIT - CONFIDENTIAL/PROPRIETARY" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*:

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

- 1. The above recitals are incorporated herein by this reference.
- Except as otherwise provided herein, the County will not release Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
- 3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
- 4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY.

| TO BE COMPLETED BY AN AUTHOR | RIZED REPRESENTATIVE OF THE OFFEROR |
|------------------------------------|-------------------------------------|
| Offeror Company/Organization Name: | Capital Transit |
| Authorized Representative Name: | Shiraz Mir |
| Authorized Representative Title: | President |
| Signature: Shirt My | Date: 7/25/2021 |

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DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at http://www.sdcounty.ca.gov/cob/policy/index.html#. The County DVB program recognizes the State of California DVBE certification, which may be found at http://www.va.gov/osdbu/verification/.

For this solicitation:

Bidder/Offeror (Offeror) must meet or exceed a 3% DVB Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVB Subcontractor Participation Summary and DVB Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. Only contractors that will perform a commercially useful function as defined by California Military and Veterans Code Section 999 or successor statute shall be used in the calculation of DVB Subcontractor Participation.

If the DVB Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVB Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVB Subcontractor Participation goal in the event that all or part of the DVB Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVB Subcontractor Participation Plan. Offeror's failure to provide adequate evidence of meeting or exceeding the 3% DVB Subcontractor Participation goal or adequate evidence of showing a good effort to do so, either in submitting these DVB forms or if the County makes a subsequent request for evidence, may be grounds for disqualification from Contract award.

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DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

| | All Offerors must complete this section |
|---------------------------------|---|
| Offeror: | apital Transit |
| Offeror's Rep | Shiraz Mir |
| | Exemptions (complete only if Offeror qualifies for one of the exemptions below) |
| Offeror is exe because Offer | empt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a For is a: |
| | Government agency |
| | Nonprofit organization |
| | Small Business Enterprise (SBE), pursuant to Board Policy B-53 |
| | State of California small/micro business certification #: |
| | Veteran Owned Business (VOB), pursuant to Board Policy B-39a |
| | VOB status due to certification as a: |
| | DVBE - State of California certification #: |
| | VOSB - U.S. VA certification #: |
| | SDVOSB - U.S. VA certification #: |
| DVB Compli | ance (complete if Offeror claimed no exemption above) |
| □ o | fferor will self-perform 100% of the services. |
| □ C | omplete and attach DVB Subcontractor Participation Plan |
| □ C th | omplete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded e 3% DVB Subcontractor Participation goal) |

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

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EXHIBIT C - PAYMENT SCHEDULE

(Submit completed Payment Schedule with your bid)

*The Price per Trip shall be fully loaded and based on a 35 mile trip. For mileage over and above 35 miles per trip, contractor will be paid the current GSA mileage reimbursement rate, as adjusted annually. (https://www.gsa.gov/mileage). The County reserves the right to change its projected estimated trips per month as well as its right to add or delete sites during the contract period.

INITIAL TERM: OCTOBER 1, 2021 THROUGH JUNE 30, 2022

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | E |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$119 | 760 | \$90,440.00 | \$ 1,085,280.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$140 | 200 | \$ 28000-00 | \$ 336,000.00 |
| 3 | Holiday Transport | \$150 | . 13 | \$ 1950.00 | \$23,400.00 |
| | | | Total for th | ne Initial Term: | \$ 1,444, 680.00 |

FIRST OPTION YEAR: JULY 1, 2022 THROUGH JUNE 30, 2023

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|--------------------|---------------------------------|-----------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$120 | 760 | \$ 91,200.00 | \$ 1,094,400.0 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$141 | 200 | \$ 28,200.00 | \$ 338,400.00 |
| 3 | Holiday Transport | \$151 | 13 | \$ 1963.00 | \$ 23,556.00 |

SECOND OPTION YEAR: JULY 1, 2023 THROUGH JUNE 30, 2024

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$121 | 760 | \$91,960.00 | \$ 1,103,520.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$142 | 200 | \$ 28,400.00 | \$ 340,800-00 |
| 3 | Holiday Transport | \$152 | 13 | \$1976.00 | \$ 23,712.00 |
| | | ń | Total for the seco | | \$ 1,468,032.00 |

THIRD OPTION YEAR: JULY 1, 2024 THROUGH JUNE 30, 2025

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|---|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | E |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$122 | 760 | \$92,720.00 | \$ 1,112,640.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$143 | 200 | \$28,600.00 | \$ 343, 200,00 |
| 3 | Holiday Transport | \$ 153 | 13 | \$1989.00 | \$ 23,868.00 |

FOURTH OPTION YEAR: JULY 1, 2025 THROUGH JUNE 30, 2026

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | E |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$123 | 760 | \$ 93,480.00 | \$ 1,121,760.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$144 | 200 | \$28,800.00 | \$ 345,600.00 |
| 3 | Holiday Transport | \$154 | 13 | \$ 2002.00 | \$24,024.00 |

| GRAND TOTAL 10/1/2021 - 6/30/2026 - BASIS FOR AWARD | \$ 7,340,160.00 |
|---|-----------------|
| | |

Note: List of observed holidays:

- 1. New Year's Day
- 2. President's Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Thanksgiving Day
- 7. Christmas Day



Technical Proposal

Courier Services for Transportation of Biological Specimens and Pharmaceuticals for the County of San Diego Health and Human Services Agency

Submitted by Capital Transit

Our Mission is to provide quality and compassionate service

July 20, 2021 Duns / CCR: 078309594 Tax ID: 800768616 Shiraz Mir, President Capital Transit 187 Dnieper River Way Sacramento, CA 95834 Ph: (916) 470-0476

Email: shirazmir916@gmail.com



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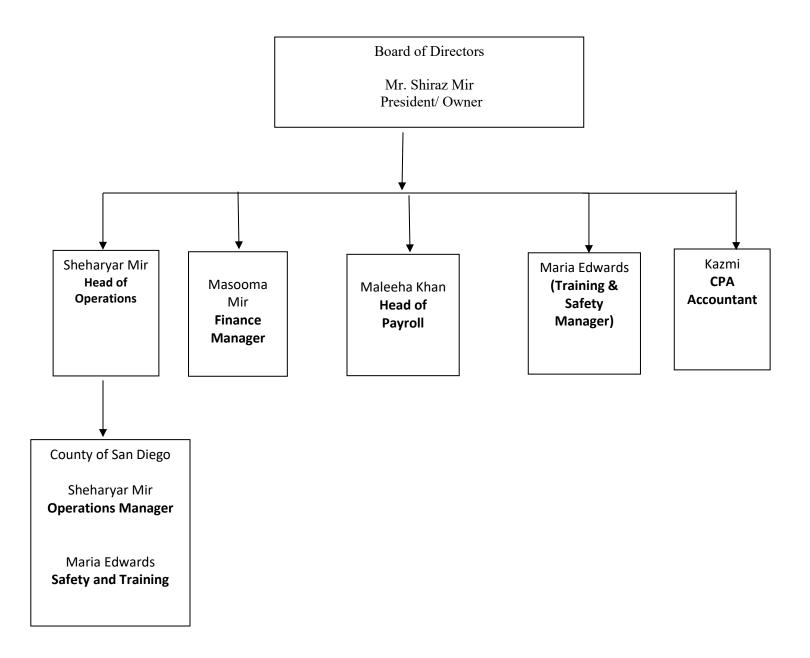
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Organization Status

Corporate Organizational Chart





Company Summary

The following will serve to introduce our company, Capital Transit. Capital Transit was formed in 2011 and provides non-emergency patient transportation services to government agencies and private entities.

Capital Transit is a patient transportation brokerage with extensive experience, as demonstrated in the proposal. The trips will be provided by Capital Transit's subcontractors (Courier Service Providers). Capital Transit will manage, schedule, track, and dispatch all trips. Our office will be responsible for submitting managing and submitting all reports including on-time performance reports to County of San Diego. Furthermore, we have experience providing courier services for medical equipment and pharmaceuticals for our current County hospital contracts.

Business type and size

Capital Transit is a **Minority-Owned small Business**.

Ownership

Shiraz Mir, President/owner

Mission Statement

Our mission is to provide quality and compassionate transportation service.

Company Location

Capital Transit is headquartered in Sacramento, CA with dispatch offices in west coast and east coast.

What Makes Capital Transit Unique

- Our Team is experienced in starting new brokerage operations within 45 days of award by building a coalition of transportation providers.
- We serve communities that are diverse in age, sexual preferences, and ethnic background that present with a wide variety of health and mobility needs. Our customer feedback is consistently positive, with special note regarding our personalized service, driver courtesy and customer service.
- Relevant Experience:
 - Our Teams has 20 years' experience in operating similar and larger brokerage contracts for government agencies, including providing courier services for pharmaceuticals and medical equipment.
 - **Experienced** with covering very large catchment areas under our contracts.
- Safety / Quality Assurance:
 - ❖ Capital Transit has a dedicated Safety / Quality Assurance team that focuses solely on ensuring that the Company's safety and Quality Assurance policies and program are being executed properly by Capital Transits employees and its transportation providers.
- Dispatch:
 - ❖ We believe on-time service depends on proper scheduling and live dispatching. We bring the highest quality of service by closely monitoring each and every ride in real time.
- Safety
 - ❖ Capital Transit has an extensive safety and training program for drivers.



- Management: Our management team is well educated and versatile with years of hands-on experience in a variety of service areas meeting a wide range of customer needs. We are well versed in transporting shuttle, ambulatory and wheel-chair bound persons; young men and women to people of advanced age. Besides having a wide range of mobility issues, this population also presents with a variety of mental health needs, as well.
- **Dedicated fleet:** We will not use these providers/ vehicles for any other customer/ client in County of San Diego. These transportation providers will be solely designated for County of San Diego.
- **Feedback surveys:** We conduct formal feedback surveys via phone from riders on a daily basis. Each day we call and gain feedback from some riders we transported that day.

History

Capital Transit was formed in 2011 and provides non-emergency patient transportation services to government agencies and private entities.

Our President, **Shiraz Mir** has 18+ years of experience in the industry, managing various government non-emergency transportation contracts. He completed his undergraduate studies at the University of California, Davis and has a Masters in Business Administration (MBA) from the University of Santa Clara.

Timeliness

Our teams track record shows we have consistently performed above 97% on-time performance. We believe proper dispatching, scheduling, communication and management of transportation providers is the key to on-time performance.

We assure the County of San Diego that Capital Transit will bring the highest quality of service and highest standard of on-time performance and customer service.

Financial Stability

Capital Transit is a private small business that is well position to start this contract.



Technical Approach

Approach: Capital Transit will be the contractor and provide all transports for the County of San Diego. Capital Transit will begin its operations for County of San Diego by building and maintaining a robust network of courier service providers (subcontractors) which is

sufficient in size, scope, and geographic dispersion to meet the needs of County of San Diego. This allows us to put as many vehicles on the road as needed at any given time, resulting in highest level of ontime performance, quickest response times and customer experience. Other companies normally have a limited fleet of their own which this caps their capacity.

Capital Transit will have as many vehicles as needed at any given time. We assure County of San Diego that we will provide the quickest response times for will-call returns as we have done for other counties. We have used our model to solve the long-standing transportation issues for our other County clients. We encourage County of San Diego to speak to our other current county clients for recommendations and feedback.

Our providers will only use vehicles which are less than 5 years old. The number of vehicles will depend on the need of County of San Diego and will ensure all trips are provided in a timely manner.

Benefits of our brokerage model for County of San Diego:

- One shop-stop for County of San Diego: Capital Transit will be the prime contractor and provide all transports for County of San Diego, ensuring quality and safety for each and every service request. County of San Diego can call, email, fax one office to schedule all service requests.
- Flexibility to accommodate a high number of trips and increasing demand levels over time: More vehicles can be easily added to accommodate high number of trips or varying demand levels. This is especially crucial if there are a large number of trips during the same time of the day.
- Better On-Time performance: More vehicles and transportation providers result in better on-time performance and quick pickups for non-scheduled trips. Further improves client satisfaction.
- Double the oversight: This approach provides double management and oversight. The subcontractor/ Transportation provider manages their own performance. Capital Transit provides an additional layer of management and oversight to ensure timely and safe transportation is provided for each and every trip.
- Highest quality and safety: We work with transportation providers and develop them to implement the best policy and procedures to ensure quality and safe transportation for every ride.
- Cover large catchment area: By having subcontractors/ courier service providers in different areas we are able to provide services over a large catchment areas.
- Reduced risk: The risk of labor strikes and contingencies is reduced. If one subcontractor has a labor strike then we can divert those rides to another subcontractor.



Customer Service and Integrity - our Core Values

As evidenced by our mission statement, Capital Transit places the highest importance on passenger safety and customer service. Our management team strives to be the "Best Service Provider" and promotes a culture of safety and excellence. We believe that customer service is not just a department, but the responsibility of every employee. The office staff and transportation providers of Capital Transit are trained to be sensitive to riders needs while providing the highest level of customer service. We include a passenger feedback loop where all passengers are able to provide input on our services. We use their feedback to influence changes to our customer support policies. Analyzing survey results effectively allows us to integrate customer ratings and comments so that we may provide the best possible passenger experience. We believe that by creating and maintaining a customer feedback loop we not only can produce more satisfied passengers, but also improve employee morale and work force retention. Client feedback is important. We want to ensure that clients have the opportunity to communicate as easily as they see fit. An effective communication effort from the client may be in all forms: social media, email, text, phone, letter, etc. Our organization will have tool and resource in place to track these inquiries/concerns and assign it to appropriate parties to handle. All customer input information should be addressed in a timely manner and follow up should be provided to the customer within 48 hours.

Integrity and ethics are also core values of our company. Capital Transit and all its owners are known in the industry for dealing with all partners honestly, fairly, and with respect.

Dispatch Center

- 1. Capital Transit will establish a Quality Management Committee (QMC), the membership of which will include Capital Transit's General Manager, Directors of Operations, Provider Liaison and Capital Transit's Quality Assurance Manager. All meetings shall require a quorum be present prior to conducting business. Meeting will be held at least quarterly, with agendas provided to all members at least 2 weeks in advance. During the first 6 months of the contract, meetings may be held as often as monthly to support speedy resolution to any start-up issues which may present themselves.
- 2. Capital Transit stands ready to support County of San Diego with any inquiries and will provide timely response to any request for assistance.
- 3. Our Technology includes:
 - a. Telephone and Fax
 - b. Scheduling and Dispatching Software ZOLL or TripMaster by CTS
 - c. TripMaster provides electronic platform to the hospitals and facilities to enter rides
 - d. TripMaster monitors all rides and creates monthly billing

Capital Transit is very willing to exploring any technology with County of San Diego that would integrate the systems for seamless interface to schedule and track requests.

4. Dispatch office and service

Our dispatcher's office is open 24/7 and 365 days. Transportation is provided between 4:00am and 7:00pm and 365 days. All calls will be answered by the 3rd ring and no caller will be kept on hold longer than 90 seconds.



Staff audits

- System reports by each call center staff
- Live call monitoring will be conducted on 2 calls per dispatching staff per month

5. Schedule and Assign Trips

a. Trips can be scheduled via dispatch system electronic platform, phone and email during 24/7 365 days a year. Trips can be also scheduled on weekends.

Scheduling: TripMaster features pertaining to scheduling:

- a. Scheduling and/or dispatching of trips
- b. Database management and record-keeping.
- c. Billing
- d. Provision of training to drivers on service delivery requirements and sensitivity to client needs. Driver training records and renewals are tracked.
- e. Follow-up and resolution of any complaints or concerns regarding service

Call Center Performance Standards

• Capital Transit will run daily reports to ensure highest quality service and ensure we consistently meet contract requirements.



Policies and Procedures

Emergency preparedness/ Contingency Plan

We will have an Emergency Preparedness Committee – these individuals will have to go over best practices in case of a major disruption and how to handle it.

Our system is backed-up, in case of a disaster in the area our backup call center will resume operations without a delay. Our office in Sacramento, CA and Pismo Beach, CA are both equipped to manage transportation without a delay.

Scheduled Trip(s): Trips scheduled by 3:30 pm the prior business day.

Scheduled Trips are trips requested in advance by a schedule, telephone, encrypted email, or fax; and are requested before 3:30 pm on the prior day. The contractor has a 30 minute window to pick-up the patient and be considered on time (15 minutes before and 15 minutes after the requested pickup time)

- The dispatcher/ office will accept the call through electronic system, email, phone and fax.
- The office confirms the receipt of trips
- The request will be noted in the system immediately with the following details:
 - 1. Mode of courier service
 - 2. Required date & time.
 - 3. Name of beneficiary.
 - 4. Pick-up & delivery point.
 - 5. One way or Return trip.
 - 6. Special instructions,
 - 7. Type of equipment required.
- All calls received under this category will be accepted for the time & date requested. Any exception will be negotiated.
- In any case of delay in pick-up time of more than 15 minutes, the County of San Diego staff will be informed.

On Demand, Unscheduled and Will-call Return Trips: These are Trips are those trips required on an as-needed basis where advance notice is not given. An unscheduled trip is any trip in which the service is requested for the same day. Response time is within sixty (60) minutes of notification of need.

- The dispatcher/ office will accept the call through electronic platform, email, phone/ fax.
- The office confirms the receipt of fax to the County of San Diego
- The following details will be needed
 - 1. Mode of courier service
 - 2. Required date & time.
 - 3. Name of beneficiary.
 - 4. Pick-up & delivery point.
 - 5. One way or Return trip.
 - 6. Special instructions, if any.
 - 7. Type of equipment required.
- All calls received under this category will be accepted for ASAP pickup unless otherwise stated.



• In any case of delay in pick-up time of more than 15 minutes, the County of San Diego staff will be informed.

Courier Service Transportation Providers (Subcontractors)

Capital Transit subcontractors in County of San Diego will be medical courier companies. We will provide the highest quality and quickest on-time response service to County of San Diego. We expect to accepted all trips and no trips shall be rejected.

On-time performance

Capital Transit guarantees a minimum 95% on-time performance. However, our past track record shows that we consistently perform above 97%. Please speak to our other highly satisfied county clients for recommendation and feedback.

Response Time

Timeliness report will be submitted to County of San Diego for each month. The report shall be submitted by the 5th day after the end of the month.

Scheduled Trips are trips requested in advance by a schedule, telephone, encrypted email, or fax; and are requested before 3:30 pm on the prior day. The contractor has a 15-minute window to pick-up the patient and be considered on time (15 minutes before and 15 minutes after the requested pickup time) Unscheduled Trips are those trips required on an as-needed basis where advance notice is not given. An unscheduled trip is any trip in which the service is requested for the same day. Response time is within sixty (60) minutes of notification of need.

Trip accuracy

Structured scripts and confirmations are used for efficient reservations and to avoid mistakes. Our rigorous training material and confirmation practices helps eliminates those instances.

We will have a structured script and training process. When a client provides information via phone or online the representative will provide a clear confirmation on what is being put into the system. It is important to ensure all information is up to date with the clients.

Shortages and Equipment failure

In the case of vehicle breakdowns or accidents, packages can be transferred to other vehicles in the area. Dispatchers having an overview of the routes and operation as a whole, are able to make sound judgements to transfer trips to perform timely deliveries.

Appropriate staff levels must be maintained during peak times, non-peak times, weekend. This goes back to analyzing the data and seeing where the need is. Dependent on the number of trips, and the number of vehicles needed to provide those trips on an hourly basis – having the appropriate number of vehicles, dispatchers is needed. Having operations managers overseeing these times is also important.



Daily Call Center Operations Management

Proper training and understanding within the scheduling department. The scheduling department is a key piece in running a successful operation. Scheduling staff monitors all rides within the scheduling software to ensure all our passengers are being picked up and dropped off in a timely manner. Utilizing the scheduling team to know how many runs per day and per hour will have performance standards met.

Reports, KPIs, and daily operation's reports. Analyzing trends and what occurs each day allows us to make adjustments to turn a negative trend into a positive one. Seeing a specific time of the day hurting the OTP, this will cause for some action plans such as proper staffing, reducing system speed, reviewing load & unload times, dwell times, and analyzing the number of trips on each vehicle to see if the load can be distributed more efficiently.

The boarding trends are reviewed and studied for major locations.

Back up vehicles

Each day there will be backup providers who used in case there is an issue. This is a flexible system in which trips can be moved and optimized based on cancellations on live-day that may allow a normally tight schedule to free up and to allow for additional trips. This allows the operation as a whole to ensure that service is covered throughout the day.

Backup provider is used in case of a driver being pulled out of service. For driver calling out sick, or to take over routes for any situation.

Provider Drivers

We believe safety starts from the driver hiring process including: Provider drivers requirement.

- 1. Background check including criminal background check.
- 2. DL-51 for physical capabilities.
- 3. DMV record We allow a maximum 2 points in 5 years and only hire drivers who have not been involved in any accidents in the last 2 years.
- 4. Pre-employment drug and alcohol test.

Provider Drivers, will be provided a minimum 8 hours of classroom training. Topics will include, but not be limited to:

- a. Capital Transit Procedures
- b. Emergency Procedures (including accident or other incident),
- c. HIPAA, and
- d. Customer service,
- e. Patient sensitivity.

Incident Policy

All incidents are verbally reported to County of San Diego immediately when they happen. Within 24 hours a written and complete incident report will be submitted to the County of San Diego.

A proper investigation/Interview with the provider will be conducted. We determine whether the incident was preventable, using the current training manual, policies and procedures manual, state driving law, Smith System Defensive Driving curriculum, and Passenger Assistance Technique. Retraining on any of



these curriculums, policies or procedures occurs prior to an operator being released back to revenue service. All preventable incidents can lead to progressive discipline up to and including termination. Repeated Incidents of the same nature can have Immediate escalated consequences.

Non-Preventative incidents can also require training and or create new procedures or policies to be placed into practice.

All Dispatcher take incoming radio communication from providers, when there is a reported emergency, they use a checklist to direct the provider. The dispatcher taking this call now becomes the dispatch incident command. This allows dispatchers of other routes to go on without disruption, this also gives the route in distress a direct communication with dispatch. Per unit 8 of the training Manuel.

Handling of Customer Complaint

- Any complaint received verbally or in writing is logged in the log book
- The Operations Manager attempts to resolve the complaint and ensure customer satisfaction.
- The complaints that could not be resolved are passed on to the General Manager of the company.
- The complainant receives a response from the GM within 24 hours and the complaint gets resolved.
- All major complaints are reviewed by the company President, Shiraz Mir.
- All complaints are fully investigated and measures are taken to avoid any future reoccurrence. The investigation is conducted by Operations Manager with help of Safety and Training Manager.
- The providers involved is retrained and may be disciplined.

Wait time

Waiting Grace Period: The waiting grace period is defined as fifteen (15) minutes prior to the time waiting charges commence. The base rate shall include a fifteen (15) minute waiting grace period at origin and destination. There is no charge during the grace period. If the Contractor waits any longer than 15 minutes at either end of the trip, wait time will be charged in 15 minutes increments.

Cancellation

For cancellation on-site or within 30 minutes of pickup time, the County of San Diego will be charged a no-show/ dry run.

Startup Plan

With our teams 15 years of experience in providing non-emergency medical transportation for government contracts, we are well positioned to provide superior services. We will assume services within 45 days of contract.



Staffing

A. Call Center/ Operations Staff

| Position | Number of full-time employees |
|--|-------------------------------|
| Regional Manager/ General Manager | 0.2 |
| Operations Manager | 0.2 |
| Dispatchers/ Customer Service Reps (CSRs) | 0.5 |
| Subcontractor Liaison/ Compliance Auditor | 0.1 |
| Accounting Manager | 0.2 |
| Customer Service – Shelly Hawkins | 0.2 |
| Safety and Training Manager- Maria Edwards | 0.2 |
| Total full-time management Staff | 1-2 |
| Subcontractors companies | 4+ |
| Vehicles | Per need (estimated 15 vans) |

Position Descriptions

General Manager – Sheharyar Mir Reports to the President

- Maintain client contact routinely to meet or exceed expectations.
- Identify, select, train and mentor location staff.
- Conduct periodic departmental audits.
- Daily, weekly and monthly review of key operational metrics.
- Ensure that all location financial metrics are managed continuously,
- Manage customer relations through both direct contact and outreach programs.
- Ensures fleet availability
- Oversee safety and training programs
- Implement, promote and adhere to company policies and procedures.
- Participate in locations labor and provider relations activities.
- Manage location budget.

Percent of time on assigned to contract: 50%

Experienced with startups: Yes

Operations Manager -Rakesh Prasad Reports to the General Manager

- The Operations Manager provides oversight to the day to day operations.
- Effectively manage all call center functions.
- Identify, select, train and mentor location staff.
- Assist in overseeing safety and training programs, plans and processes to ensure
- Manage on-time performance, efficiency and driver availability.

Proprietary Information



- Manage customer relations through both direct contact and outreach programs.
- Ensure compliance with company, contract and regulatory requirements.
- Contributes to maintain the safety of the division.
- Maintain client contact routinely to meet or exceed expectations.
- Assist with conducting periodic departmental audits.
- Daily, weekly and monthly review of key operational metrics.
- Implement, promote and adhere to company policies and procedures.

Percent of time on assigned to contract: 100% Experienced with startups: Yes

Provider Liaisons/ Safety and Training Manager: Maria Edwards Reports to President

- Provider Liaison works directly with all network transportation providers to ensure they understand and meet all requirements.
- She assist with certification, credentialing and training of the providers.
- She will conduct random checks on vehicles and driver files.
- Also will conduct monthly meetings with providers to address any performance issues.

Percent of time on assigned to contract: 20% Experienced with startups: Yes

Dispatcher – Sara Wilder Reports to Operations Manager

- They take incoming calls, eligibility, schedule, dispatch and provide excellent customer service.
- Sara has extensive dispatch experience

Percent of time on assigned to contract: 50% Experienced with startups: Yes

Customer Service and Sensitivity Trainer – Shelley Hawkins Reports to Operations Manager

• Provides training on customer service, sensitivity and disability awareness

Staff Qualifications and Resumes attached for

Implementation Team includes by not limited to:

- Shiraz Mir- President
- Sheharyar Mir Operations Manager
- Maria Edwards Safety and Training



SHIRAZ MIR

President Capital Transit

Education

- Santa Clara University, Leavey School of Business, Santa Clara, CA
 Masters in Business Administration (MBA); Finance and Marketing
- University of California, Davis, CA
 Bachelors of Science, Managerial Economics

Work Experience

Capital Transit, CA

November 2011 to Present

President

- Manage and look over Capital Transits offices.
- Performance monitoring, tracking, analysis, evaluation and reporting.
- Policies and procedures and contract compliance.
- Financial Management.
- Educating employees on customer service standards and safety.
- Bid evaluation and proposal development.
- Evaluate new business opportunities and implement growth strategy.
- Maintain client contact routinely to meet or exceed expectations.



SHEHARYAR MIR

Education

- University of California, Santa Barbara, CA
 - Bachelors of Arts, Business Accounting
- Emergency Vehicle Operating Course
- American River College, Sacramento, CA

Emergency Medical Technician (EMT) course

Work Experience

Capital Transit, San Francisco, CA

2018 - Present

General Manager

- Maintain client contact routinely to meet or exceed expectations.
- Identify, select, train and mentor location staff.
- Conduct periodic departmental audits.
- Daily, weekly and monthly review of key operational metrics.
- Ensure that all location financial metrics are managed continuously,
- Ensures fleet availability
- Implement, promote and adhere to company policies and procedures.

California Ambulance, Martinez, CA

April 2011 – 2017

Basic Life Support (BLS) Ambulance Company

Project Manager

- Started operations of this company in Martinez, CA
- Manage daily operations and employees
- Hired EMTs and trained them according to company's policies and procedures
- Daily receive calls, including emergency (code 3) calls and dispatched EMT's
- Served the County Hospital in Martinez, CA
- Authored policy and procedures for the operations

Laurels Medical Services DBA Chariot, Martinez, CA

January 2009 - 2016

Director/ Head of Operations

- Directly monitored service quality
- Started operations of Chariot's office in Martinez, CA
- Hired and trained Operations Managers and dispatchers
- Manage office manager and dispatchers
- Bid evaluation and proposal development
- Authored policy and procedures for the Martinez division
- Ensure compliance with policy and procedures

Laurels Medical Services DBA Chariot, Sacramento, CA

Nov 2002 - February 2008

Dispatcher/ Office Manager

- Schedule and dispatch drivers
- Hired, trained and managed drivers and subcontractors
- Managed daily operations and drivers
- Overlook vehicle maintenance



<u>Maria Edwards</u>

Safety and Training Manager

Capital Transit

Work Experience

Capital Transit

Safety and Training Consultant

- Look over and manage Safety and Training Program.
- Train all drivers of the company.
- Training includes patient assistance and securement and patient sensitivity.
- Provide defensive driving training to all drivers both in-class and behind the wheel.
- Work directly with Operations Manager and Safety and Field Supervisor.
- Evaluate driver skills.
- Ensure driver compliance with policy and procedures.
- Conduct driver safety meetings and retrain all drivers every 3 months on passenger assistance and securement.

Solid Ground Transportation, Seattle, WA

January 2004 to November 2011

2017 to Present

Safety and Training Supervisor

- Serving a contract with King County Metro Accessible services for Paratransit Services.
- Looked over the Safety and Training Program.
- Responsible for training and maintain approximately 130 Paratransit drivers.
- Provided training for defensive driving.
- Provided training on assistance and securement for handicapped and disabled population.

Puget Sound Educational Service District

January 2000 to June 2003

School Bus Driver Trainer

- Trained all the school bus drivers.
- Training included driving, student assistance and securement.

Highline School District 2000

October 1996 to January

School Bus Driver Trainer

- Trained all the school bus drivers.
- Training included driving, student assistance and securement.

Education and Certifications include

- 1999 Graduate of Pupil Transportation Management
- 1999 Washington State OSPI Driver Trainer
- 2000 Child Occupant Securement Trainer
- 2004 Passenger Assistance and Sensitivity Trainer with Metro Accessible Services
- 2006 Smith System Defensive Driving Trainer
- 2006 O'Straint Securement and Occupant Trainer
- 2006 Medic One Pediatric First Aid and CPR Trainer

Next Bid

BID COVER PAGE (PC-600)

| | | FAL INFORMATION | |
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| | | (TO BE COMPLETED BY OFFEROR) Type or Print Clearly | |
| BUSINESS INFORMATION | Flease | REPRESENTATIVE AUTHORIZED TO SIGN O | OFFER |
| Diagnostic Support Servi | ces | Howard Slutsky | |
| Company/Organization Name | | Authorized Representative Name | |
| 1068 N Garfield Street | | | |
| Lumbard, IL 60148 | | CEO | |
| Address | | Authorized Representative Title | |
| | | howard.slutsky@diagnosticsupportser | vices.com |
| (888) 758-8759 | | Authorized Representative Email Address | |
| Telephone Number | | (888) 758-8759 | |
| www.diagnosticsupports | envices com | Authorized Representative Telephone Number | |
| Website Address | CIVICES.COIII | 1068 N Garfield Street | |
| () | | Lumbard, IL 60148 | |
| Fax Number (optional) | | Authorized Representative Mailing Address | |
| AUTHORIZED POINT OF CO | | | 0.71 |
| | r regarding this RFB will be ser | nt to the POC. If no POC is provided, such communications w | rill be sent to the |
| Authorized Representative. | | | |
| Stephen D. Coates | | stephen.coates@diagnosticsupportser | vices.com |
| POC Name Business Development | Manager | POC Email Address (706) 992-1440 | |
| POC Title | | POC Telephone Number | |
| (same as above) | | | |
| POC Mailing Address | | | |
| | ACKNOWLED | OGEMENT OF ADDENDA | |
| Bid | der Acknowledges Addendu | m 1 [x] 2 [x] 3 [x] 4 [x] 5 [] additional | |
| | | SIGNATURE | |
| behalf of the Offeror listed aborinformation provided by the Cocomplied with; that all information | ry under the laws of the State ve; that all of the RFB instru- ounty, including but not limi- tion in this submission is tru , Offeror shall be bound by | e of California, that I am authorized to execute and submitations and rules, exhibits, addenda, explanations, and arted to, the diligence material, has been reviewed, undersue, correct, and in compliance with the terms of the RFB; the Agreement included in the RFB. Date | ny other stood and |
| | | PTANCE OF SUCCESSFUL BID | |
| ACCEPTANCE AS TO ITEM(S) | | tion for County use only) COUNTY OF SAN DIEGO: | |
| | | By: | |
| | | JOHN M. PELLEGRINO, Director | DATE |
| TOTAL AMOUNT: | AWARD NO.: | NAME & TITLE OF CONTRACTING OFFICER | |
| V | | | |

County of San Diego

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Ref: 44 C.F.R. APPENDIX A to PART 18 - Certification Regarding Lobbying

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.
- 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.

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.

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.

| Diagnostic Support Services | RFB 11018 |
|--|---|
| Name of Contractor/Offeror | Contract or Solicitation Number |
| Howard Slutsky | CEO |
| Printed Name of Contractor's Authorized Official | Title of Contractor's Authorized Official |
| | 7-22-21 |
| Signature of Contractor's Authorized Official | Date of Signature |

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB 11018) HEALTH AND HUMAN SERVICES AGENCY

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

| 1. BUSINESS TYPE 2. INTERLOCKING DIRECTORATE In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entityles) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror has a non-profit and obes not submit such a list, Offeror certification and entity and exists, offeror with a related for-profit missuch a list, Offeror certification and entity of the profit entity. 3. BUSINESS TYPE 3. BUSINESS TYPE 3. Business and authorization must be sought from Board of Supervisors. If Offeror has a constructive relationship with a related to a subcontract relationship with a related to year the subscription of the control of its business: 3. Subscription of the street of the subscription of the certification of subscription of the | er melades a bid, | o provide goods and/or services). | to provi | ther submission | ications, or any o | ment of qualifi | te, stateme | al, quot | proposi |
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| In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entityles) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related fore) road of the submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related fore) road of the submitted such of the submi | | | 4.2 | nt | | | ofit | For-prof | X |
| entity where an interlocking directorate, management or ownership relationship crists, Offeror must list all such entity(se) on an attached separate sheet, and authorization must be sought from Board of Supervisors it Offeror is a non-profil and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related fore) profit entity. List Attached? Yes 7/a BUSINESS REPRESENTATION Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business: 3.1. Are you a cost business with a physical address within the County of San Diego? Yes Xes | , certification, ethics, | | | | ervisors Policy A- | Board of Supe | ance with B | accorda | In a |
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| such a ist, Offeror certifies it has not entered into a subcontract relationship with a related for profit entity. List Attached? Yes | | 4.2.5 If Offeror is unable to certify Sections 4.2.1 | 4.3 | e sought from | thorization must I | sheet, and aut | separate sh | ached s | atta |
| List Attached? Yes n/a SBUSINESS REPRESENTATION Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business: 3.1. Are you a local business with a physical address within the County of San Diego? Yes No. Disabled Veteran Business Enterprise (OVBE) Certification # Sanat Business Enterprise (OVBE) Certification # Service Disabled Veteran Business (VOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Certification # Service Disabled Veteran Owned Small Business (SDVOSB) Service Disabled Vet | e reason(s) it cannot | Representations and Certifications the rea | | | s not entered into | certifies it has | t, Offeror o | h a list | suc |
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| the County of San Diego? Yes Ig No 3.2. Are you certified by the State of California as a: Disabled Veteran Business Enterprise (OVBE) Certification #: | the right to disqualify | certification(s). The County reserves the r | | s business: | n, and control of it | ership, operation | the owners | arding t | reg |
| Offeror certifies to the best of its knowledge that, other certification #: Simal Business Enterprise (SBE) | | Disclosure Attached? Yes n/a | 5. REL | lo | Yes X | of San Diego? | County of | the | |
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| . Are you certified by the U.S. Dept Of Veterans' Affairs as: □ Veteran Owned Small Business (VOSB) □ Certification # □ Service Disabled Veteran Owned Small Business (SDVOSB) Certification # 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): □ % 4. DEBARMENT, SUSPENSION, AND RELATED MATTERS 4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers: 4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency. 4.1.2. Have within a three (3) year period preceding this agreement 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 centract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, flasification or destruction or records, making false statements, or receiving stolen property. 4.2. Except as allowed for in Section 4.2.5. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers: 4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offerense enumerated in paragraph 4.1.2 of this certification; you there for the purpose of restricting competition. 4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) them had one or more public transactions (federal, state or local) them had one or more public transactions (federal, state or local) the fermion of the accumplance of the state of calling of the featural and correct as of the date same the state simment of the data is impracticable, correctifies to the best of | | | | | rise (SBE) | A CONTRACTOR OF THE PARTY OF TH | | - | |
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| (SDVOSB) Certification # 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 4. DEBARMENT, SUSPENSION, AND RELATED MATTERS 4.1. Offeror certifies to the best of its knowledge that neither it nor agreement the performed or voluntarity excluded from covered transactions by any state, local, or federal department or agency. 4.1.2. Have within a three (3) year period preceding this agreement had one or more public transaction or destruction of records, making false statements, or receiving stolen property. 4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor of its officers: 4.2.1 Are presently indiced for or otherwise criminally or its officers: 4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state, or local) with the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. 4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers: 4.2.1 Are presently indiced for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification, or more public transactions (federal, state or local) terminated for cause or default. CERTIFICATION The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certification and this certification is made under penalty of penury under the laws of the State of Calliognes. | at cost and/or nacina | . CURRENT COST OR PRICING | 6. CUF | Rueinges | | # | ertification # | Cer | |
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| 4.1.2. Have within a three (3) year period preceding this agreement 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, entities to the best of its knowledge that neither it nor any of its officers: 4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.12 of this certification; 4.2.2 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; 7.2. Unless otherwise required by law, the prices that his quoted in this offer have not been knowingly disclos Offeror and will not knowingly be disclosed by the Ot to opening, in the case of a bid, or prior to award, in of a proposal, directly or indirectly or any other Off any compellitor or with any County employ consultant(s) involved in this offeron will not knowingly be disclosed by the Ot to opening, in the case of a bid, or prior to award, in of a proposal, directly or indirectly or indirectly or indirectly or indirectly or indirectly or indirectly or onsultant(s). 8. ADDITIONAL DISCLOSURES 8. Offeror shall report in writing to the County Department of Pand Contracting within five business days of discovering any reason to suspect any change in status as certifications. Offeror's obligations under this Section 8 sha until Offeror is no longer under consideration for award of or until termination or expiration of any resulting contract(s). 8. Offeror shall report in | competitors, or with | such prices with other offerors, with any com | | | | esently debarred | . Are prese | | |
| agreement 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. 4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers: 4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification; 4.2.2 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; CERTIFICATION The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certification is made under penalty of perjury under the laws of the State of California. | ices that have been | | | | | | | 412 | |
| 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; 4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers: 4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification; 4.2.2 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; CERTIFICATION The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certification is made under penalty of perjury under the laws of the State of California. | ngly disclosed by the | quoted in this offer have not been knowingly | | civil judgment | victed of or had a | nent been conv | agreemer | 4.1.2. | |
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| forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; 4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers: 4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification; 4.2.2 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; CERTIFICATION The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certification is made under penalty of perjury under the laws of the State of California. induce any other person or firm to submit or not to offer for the purpose of restricting competition. ADDITIONAL DISCLOSURES Offeror shall report in writing to the County Department of Paragraphs. Upon County's request, Offeror shadditional information supporting Offeror's Representa Certifications. Offeror's obligations under this Section 8 shaditional information or expiration of any resulting contract(s) or until termination or expiration of any resulting contract(s). | procurements; and | consultant(s) involved in this or related procu | | state antitrust | of federal or | ction; violation | transactio | | |
| 4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers: 4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification; 4.2.2 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; CERTIFICATION CERTIFICATION CERTIFICATION CERTIFICATION The information is made under penalty of perjury under the laws of the State of California. | t or not to submit an | induce any other person or firm to submit or i | | ion of records, | ication or destruc | , bribery, falsifi | forgery, b | | |
| its officers: 4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification; 4.2.2 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; CERTIFICATION The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified one factual and correct as of the date sand this certification is made under penalty of perjury under the laws of the State of California. | | ADDITIONAL DISCLOSURES | 8. ADD | Offeror hereby | Section 4.2.5, | llowed for in | pt as allow | . Excep | 4.2 |
| civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification; 4.2.2 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; CERTIFICATION The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certification is made under penalty of perjury under the laws of the State of California. | discovering or having | and Contracting within five business days of disco | and | | | | ficers: | its offic | |
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| The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date s and this certification is made under penalty of perjury under the laws of the State of California. | r award of a contract, | until Offeror is no longer under consideration for aw | until | preceding this c transactions | (3) year period or more publ | within a three nent had one | Have wit | 4.2.2 | |
| The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date s and this certification is made under penalty of perjury under the laws of the State of California. | | ATION . | CATION | | ., | ., | f-t-spinit | | |
| and this certification is made under penalty of perjury under the laws of the State of California | the date submitted | | | | hs 1 through 8 an | ed in Paragrant | n furnished | omation | The info |
| Name: Howard Slutsky Signature: (| | State of California | e State of | der the laws of the | nalty of perjury un | made under per | cation is ma | certifica | and this |
| | 0 | | | | | utsky | | | The state of the |
| Title: CEO Date: | | 7-10-2 | te: | | | | | | _ |

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: Diagnostic Support Services

("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled " EXHIBIT - CONFIDENTIAL/PROPRIETARY" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing nondisclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

- 1. The above recitals are incorporated herein by this reference.
- Except as otherwise provided herein, the County will not release Offeror's
 CONFIDENTIAL/PROPRIETARY based on Offeror's representation that the records c ontained therein are
 proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that
 term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County
 may release Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
- 3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and inde mnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY.
- 4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY.

| Offeror Company/Organization Name: | Diagnostic Support Services | |
|------------------------------------|-----------------------------|---------|
| Authorized Representative Name: | Howard Slutsky | |
| Authorized Representative Title: | CEO | |
| Signature: | Date: | 7-22-21 |

DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

| | All Offerors must complete this section |
|-----------------------------------|--|
| Offeror: Diag | nostic Support Services |
| Offeror's Repre | esentative: Stephen D. Coates |
| | |
| | Exemptions (complete only if Offeror qualifies for one of the exemptions below) |
| Offeror is exemple because Offero | npt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a r is a: |
| | Government agency |
| | Nonprofit organization |
| | Small Business Enterprise (SBE), pursuant to Board Policy B-53 |
| | State of California small/micro business certification #: |
| | Veteran Owned Business (VOB), pursuant to Board Policy B-39a |
| | VOB status due to certification as a: |
| | DVBE - State of California certification #: |
| | VOSB - U.S. VA certification #: |
| | SDVOSB - U.S. VA certification #: |
| DVB Complia | nce (complete if Offeror claimed no exemption above) |
| ☐ Of | feror will self-perform 100% of the services. |
| Со | mplete and attach DVB Subcontractor Participation Plan |
| | mplete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded 3% DVB Subcontractor Participation goal) |

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

RFB 11018 17 of 65

DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBs that the Offeror <u>solicited</u> for participation in this contract along with dates. Use additional sheets if necessary.

| | Certified DVB Firm | Certificate (DVBE/SDVOSB) | Date of Contact (Mail, Fax, Telephone, etc.) | Responded (Yes/No) |
|-----|--------------------|---------------------------|--|-----------------------|
| 1. | Pending | Pending | | |
| 2. | | | | |
| 3. | | | | |
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| 14. | | | | |
| 15. | | | | |

Sheet 1 of 2 (complete if submitting more than one sheet)

B. <u>DVB Solicitations</u>

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVB firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

RFB 11018 19 of 65

DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

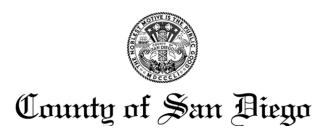
Identification of: (1) All DVBs that <u>submitted</u> bids/proposals, (2) The qualifying certification (DVBE or SDVOSB), (3) Nature of work/supplies/services offered that are not accepted, (4) Dollar amounts of the DVBs bids/proposals not accepted, (5) Subcontractors and/or suppliers that will be used instead of the DVBs, (6) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (7) The reason for the bidder/offeror not accepting the DVB's bid/proposal. Use additional sheets if necessary.

| Name of DVB (1) | Certification (DVBE/SDVOSB) (2) | Nature of Work (3) | DVB Bids/Offer(\$) (4) | Subcontractor/ Supplier to be used (5) | Bid/Proposal Amount Accepted (6) | Reason Not Accepted (7) |
|-----------------|---------------------------------|--------------------------|------------------------------|--|--|-------------------------------|
| Pending | Pending | Dispatcher | \$466,344.00 | Pending | \$50,000.00 | TBD |
| | | | | | | |
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Sheet 2 of 2 (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

RFB 11018 20 of 65



JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

Allen R. Hunsberger
Assistant Director

July 2, 2021

ADDENDUM No. 2

REQUEST FOR BIDS (RFB) 11018 HEALTH AND HUMAN SERVICES AGENCY COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Exhibit C, Payment Schedule has been revised. See attached revised Exhibit C, Payment Schedule marked Addendum 2.

If you have any questions, please contact Holly Lam, Procurement Contracting Officer, (858) 505-6613, Holly.Lam@sdcounty.ca.gov.

Submitted by:

Stephen D. Coates
Business Development Manager
stephen.coates@diagnosticsupportservices.com
706-992-1440

Diagnostic Support Services 1068 N Garfield Street Lombard, IL 60148 www.diagnosticsupportservices.com

EXHIBIT C – PAYMENT SCHEDULE (Submit completed Payment Schedule with your bid)

*The Price per Trip shall be fully loaded and based on a 35 mile trip. For mileage over and above 35 miles per trip, contractor will be paid the current GSA mileage reimbursement rate, as adjusted annually. (https://www.gsa.gov/mileage). The County reserves the right to change its projected estimated trips per month as well as its right to add or delete sites during the contract period.

INITIAL TERM: OCTOBER 1, 2021 THROUGH JUNE 30, 2022

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 36.00 | 760 | \$ 27,360.00 | \$ 328,320.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 54.00 | 200 | \$ 10,800.00 | \$ 129,600.00 |
| 3 | Holiday Transport | \$ 54.00 | 13 | \$ 720.00 | \$ 8,424.00 |
| | | | Total for the | e Initial Term: | \$ 466,344.00 |

FIRST OPTION YEAR: JULY 1, 2022 THROUGH JUNE 30, 2023

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|--------------------|---------------------------------|-----------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 36.00 | 760 | \$ 27,360.00 | \$ 328,320.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 54.00 | 200 | \$ 10,800.00 | \$ 129,600.00 |
| 3 | Holiday Transport | \$ 54.00 | 13 | \$ 702.00 | \$ 8,424.00 |
| | | • | Total for the firs | t option year: | \$ 466,344.00 |

SECOND OPTION YEAR: JULY 1, 2023 THROUGH JUNE 30, 2024

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 36.00 | 760 | \$ 27,360.00 | \$ 328,320.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 54.00 | 200 | \$ 10,800.00 | \$ 129,600.00 |
| 3 | Holiday Transport | \$ 54.00 | 13 | \$ 702.00 | \$ 8,424.00 |
| | | To | otal for the secon | d option year: | \$ 466,344.00 |

THIRD OPTION YEAR: JULY 1, 2024 THROUGH JUNE 30, 2025

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 36.00 | 760 | \$ 27,360.00 | \$ 328,320.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 54.00 | 200 | \$ 10,800.00 | \$ 129,600.00 |
| 3 | Holiday Transport | \$ 54.00 | 13 | \$ 702.00 | \$ 8,424.00 |
| | | - | Γotal for the thir | d option year: | \$ 466,344.00 |

FOURTH OPTION YEAR: JULY 1, 2025 THROUGH JUNE 30, 2026

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 36.00 | 760 | \$ 27,360.00 | \$ 328,320.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 54.00 | 200 | \$ 10,800.00 | \$ 129,600.00 |
| 3 | Holiday Transport | \$ 54.00 | 13 | \$ 702.00 | \$ 8,424.00 |
| | | Total | for the Fourtl | h Option Year: | \$ 466,344.00 |

| GRAND TOTAL 10/1/2021 – 6/30/2026 – BASIS FOR AWARD | \$ 2,331,720.00 |
|---|-----------------|
|---|-----------------|

Note: List of observed holidays:

- 1. New Year's Day
- 2. President's Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Thanksgiving Day
- 7. Christmas Day

DS2 – COURIER SERVICE

Bid #:11018

Diagnostic Support Services

Testing. Connected.

Stephen Coates
Business Development Manager
706-992-1440

 $\underline{stephen.coates@diagnostic supportservices.com}$



Location:

Main Office Diagnostic Support Services 1068 North Garfield St. Lombard, IL 60184 888-758-8759

Overview:

Diagnostic Support Services (DS2) is a full-service, laboratory focused, custom order fulfillment, supply, and logistics company. DS2 partners with laboratories, healthcare companies, and businesses to help manage any or all the following services:

- Laboratory Testing Supplies
- Laboratory Test Kitting
- Custom HIPAA Compliant Printing Services
- Field Inventory
- Specimen Tracking
- Logistics Support
- Mobile Phlebotomy
- Technology:
 - o Logistics Tracking
 - o EMR Interfaces
 - Client Supply Portal
 - LIS/LIMS API Integrations

DS2 offers all the above, with a mission to help companies provide better service, have greater visibility, and ultimately streamline to reduce costs.

Logistics:

DS2 brings together more than 60 years of leadership that has managed HIPAA compliant laboratory specimen couriers with both national and international outreach. The goal is to ensure un-interrupted, timely pickups and deliveries, while preserving package integrity, and providing accurate daily reporting.

Objective:

To provide San Deigo County exemplary, secure, daily courier services. To include chain-of-custody visibility, package tracking, and courier performance reporting.



Training:

All couriers are trained on, OSHA, DOT, Defensive Driving, and IATA.

Certifications/Security:

DS2 will be sub-contracting with Courier Logistics, a California based company that currently delivers for laboratories in California, Arizona, and Nevada – such as LabCorp. **All drivers are TSA Certified Drivers.**

All drivers will retest with the San Deigo county as required or as needed.

Transportation/Specimen Integrity:

As required, all drivers will transport specimens in insulted specimen transport bags to and from vehicles.



Meets OSHA and DOT requirements for shipments of biological substances via ground courier transport.

All insulated totes utilize frozen gel packs to maintain a refrigerated (2-8 degree Celsius) atmosphere.

Temperature is monitored utilizing digital thermometers placed inside the insulated specimen compartment.





For storage during transportation, specimens can be transferred to more stable vehicle coolers, as seen below:

Duramark® Car Caddies

- Multiple Temperature Capability
- Large Capacity for Courier Transport
- Custom Print and Material Colors Available







Customization including special material colors and custom printing is available. Minimum custom order quantity is 25 units. Artwork creation is available. Please contact us with your individual customization requirements.

12V Portable Refrigerators





Technology:

DS2 makes tracking specimen pickups and deliveries easy with customized solutions to meet individual customer needs. We link with our courier partners and provide a customized daily log so customers see exactly the information they are needing.

Scheduling pickups is easy. Customers can simply call or email any pickup request or changes.

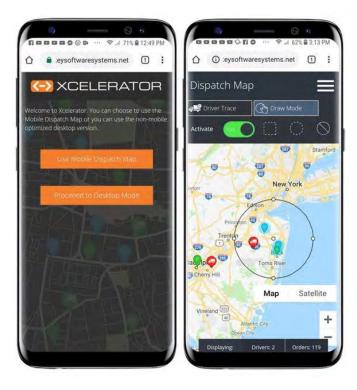
DS2 provides access to live dispatchers, 24/7, to answer any urgent questions.

Courier Logistics utilizes Xcellerator/Mobiletek (https://www.keysoftwaresystems.com/xcelerator-courier-software.html) to log and track all courier pickups and deliveries.

This software provides all the following features:

- Tracking driver events
- GPS location and time stamp of pickups and deliveries
- Visual proof of delivery (VPOD) for delivery without signature.
- Barcode scanning
- Digital signature capture

Sample images below:















API Integrations

DS2 also offers secure, direct integrations (API) with your internal reporting IT systems (where available), so that scheduling a pickup or accessing data is conveniently at your fingertips.

Next Bid

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11018) HEALTH AND HUMAN SERVICES AGENCY

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

BID COVER PAGE (PC-600)

| SUBMITTAL INFORMATION | | |
|--|--|--|
| Su | bmit this Completed Form as | the Cover Page of Your Bid |
| | DESCRIP | TION |
| Request for Bids (RFB) 11018 | | COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS |
| OFFE | | COMPLETED BY OFFEROR) |
| | Please Type or P | |
| BUSINESS INFORMATION |] | REPRESENTATIVE AUTHORIZED TO SIGN OFFER |
| FRANCESCA'S TRANSPORTATION, INC | | DANI RAFO |
| Company/Organization Name | | Authorized Representative Name |
| 1136 GREENFIELD DR | _ | PRESIDENT |
| EL CAJON, CA 92021 | | Authorized Representative Title |
| Address | _ | LIMORENTALSD@GMAIL.COM |
| (619)504-2288 | | Authorized Representative Email Address |
| Telephone Number | _ | (619) 504–2288 |
| | | Authorized Representative Telephone Number |
| | · · · · · · · · · · · · · · · · · · · | 1136 GREENFIELD DR, |
| Website Address | | EL CAJON, CA 92021 |
| Fax Number (optional) | | Authorized Representative Mailing Address |
| AUTHORIZED POINT OF CONTAC | | |
| County communications to Offeror regar | ding this RFB will be sent to the | POC. If no POC is provided, such communications will be sent to the |
| Authorized Representative. | | |
| DANI RAFO | | LIMORENTALSD@GMAIL.COM |
| DEMI IVEC | | THE ACT OF THE PARTY OF THE PAR |
| POC Name | ī | POC Email Address |
| | | POC Email Address (619) 504-2288 |
| POC Name | | POC Email Address |
| POC Name PRESIDENT | | POC Email Address (619) 504-2288 |
| POC Name PRESIDENT POC Title | N, CA 92021 | POC Email Address (619) 504-2288 POC Telephone Number |
| POC Name PRESIDENT POC Title 1136 GREENFIELD DR, EL CAJO POC Mailing Address | N, CA 92021 ACKNOWLEDGEMEN | POC Email Address (619) 504-2288 POC Telephone Number NT OF ADDENDA |
| POC Name PRESIDENT POC Title 1136 GREENFIELD DR, EL CAJO POC Mailing Address | N, CA 92021 | POC Email Address (619) 504-2288 POC Telephone Number NT OF ADDENDA |
| POC Name PRESIDENT POC Title 1136 GREENFIELD DR, EL CAJO POC Mailing Address Bidder Ad | N, CA 92021 ACKNOWLEDGEMEN cknowledges Addendum 1 M 2 M SIGNAT | POC Email Address (619) 504-2288 POC Telephone Number NT OF ADDENDA [3 1/4 4/5 [] additional |
| POC Name PRESIDENT POC Title 1136 CREENFIELD DR, EL CAJO POC Mailing Address Bidder Ac | ACKNOWLEDGEMENT ACKNOWLEDGEMENT ACKNOWLEDGEMENT SIGNATURE the laws of the State of Calif | POC Email Address (619) 504-2288 POC Telephone Number NT OF ADDENDA (3) 4) 5 [] additional URE ifornia, that I am authorized to execute and submit this bid on |
| POC Name PRESIDENT POC Title 1136 GREENFIELD DR, EL CAJO POC Mailing Address Bidder Address I certify under penalty of perjury under penalty of penalty of perjury under penalty of perjury under penalty of p | ACKNOWLEDGEMENT ACKNOWLEDGEMEN | POC Email Address (619) 504-2288 POC Telephone Number NT OF ADDENDA (3) 4) 5 [] additional URE ifornia, that I am authorized to execute and submit this bid on and rules, exhibits, addenda, explanations, and any other |
| POC Name PRESIDENT POC Title 1136 GREENFIELD DR, EL CAJO POC Mailing Address Bidder Address I certify under penalty of perjury und behalf of the Offeror listed above; the information provided by the County | ACKNOWLEDGEMENT ACKNOWLEDGEMENT SIGNATION of the State of Calinat all of the RFB instructions a including but not limited to. | POC Email Address (619) 504-2288 POC Telephone Number NT OF ADDENDA (3 M 4 M 5 [] additional URE ifornia, that I am authorized to execute and submit this bid on and rules, exhibits, addenda, explanations, and any other the diligence material, has been reviewed, understood and |
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| POC Name PRESIDENT POC Title 1136 CREENFIELD DR, EL CAJO POC Mailing Address Bidder Address I certify under penalty of perjury und behalf of the Offeror listed above; the information provided by the County, complied with, that all information is agrees that if its bid is accepted. Offer the provided by the County agrees that if its bid is accepted. | ACKNOWLEDGEMENT OF ACKNOWLEDGEMENT OF ACKNOWLEDGEMENT OF ACCEPTANCE OF A | POC Email Address (619) 504-2288 POC Telephone Number NT OF ADDENDA (3) 4) 5 [] additional URE ifornia, that I am authorized to execute and submit this bid on and rules, exhibits, addenda, explanations, and any other the diligence material, has been reviewed, understood and ct, and in compliance with the terms of the RFB; and Offeror element included in the RFB. 7/26/2021 Date E OF SUCCESSFUL BID |
| POC Name PRESIDENT POC Title 1136 CREENFIELD DR, EL CAJO POC Mailing Address Bidder Address Bidder Address I certify under penalty of perjury und behalf of the Offeror listed above; the information provided by the County, complied with, that all information is agrees that if its bid is accepted. Offer Authorized Representative Signature | ACKNOWLEDGEMENT Consider the laws of the State of Calinat all of the RFB instructions a including but not limited to, the this submission is true, correction thall be bound by the Agree of Calinate and the correction of the Consideration of | POC Email Address (619) 504-2288 POC Telephone Number NT OF ADDENDA (3) 4) 5 [] additional URE ifornia, that I am authorized to execute and submit this bid on and rules, exhibits, addenda, explanations, and any other the diligence material, has been reviewed, understood and ct, and in compliance with the terms of the RFB; and Offeror element included in the RFB. 7/26/2021 Date E OF SUCCESSFUL BID |
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| POC Name PRESIDENT POC Title 1136 CREENFIELD DR, EL CAJO POC Mailing Address Bidder Address Bidder Address I certify under penalty of perjury und behalf of the Offeror listed above; the information provided by the County, complied with, that all information is agrees that if its bid is accepted. Offer Authorized Representative Signature | ACKNOWLEDGEMENT Consider the laws of the State of Calinat all of the RFB instructions a including but not limited to, the this submission is true, correction thall be bound by the Agree of Calinate and the correction of the Consideration of | POC Email Address (619) 504-2288 POC Telephone Number NT OF ADDENDA (3) 4 5 [] additional URE ifornia, that I am authorized to execute and submit this bid on and rules, exhibits, addenda, explanations, and any other the diligence material, has been reviewed, understood and ct, and in compliance with the terms of the RFB; and Offeror element included in the RFB. 7/26/2021 Date E OF SUCCESSFUL BID Date E OF SUCCESSFUL BID Date E OUNTY OF SAN DIEGO: By: JOHN M. PELLEGRINO, Director DATE |
| POC Name PRESIDENT POC Title 1136 CREENFIELD DR, EL CAJO POC Mailing Address Bidder Address Bidder Address I certify under penalty of perjury und behalf of the Offeror listed above; the information provided by the County, complied with, that all information is agrees that if its bid is accepted. Offer Authorized Representative Signature | ACKNOWLEDGEMENT Consider the laws of the State of Calinat all of the RFB instructions a including but not limited to, the this submission is true, correction thall be bound by the Agree of Calinate and the correction of the Consideration of | POC Email Address (619) 504-2288 POC Telephone Number NT OF ADDENDA (3) 4 5 [] additional URE ifornia, that I am authorized to execute and submit this bid on and rules, exhibits, addenda, explanations, and any other the diligence material, has been reviewed, understood and ct, and in compliance with the terms of the RFB; and Offeror element included in the RFB. 7/26/2021 Date E OF SUCCESSFUL BID DOWNTY OF SAN DIEGO: By: |

PC 600 Form (PC-600b) Rev. 3-26-2021

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11018) HEALTH AND HUMAN SERVICES AGENCY

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

| This indemnification agreement is made and entered into | by and between the County of San Diego | |
|---|--|--|
| ("County") and Offeror Company/Organization Name: | FRANCESCA'S TRANSPORTATION, INC | |
| ("Offeror") with reference to the following facts: | | |

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "EXHIBIT – CONFIDENTIAL/PROPRIETARY" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

- 1. The above recitals are incorporated herein by this reference.
- 2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
- 3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
- 4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

| TO BE COMPLETED BY AN AUTHOR | ZIZED REPRESENTATIVE OF THE OFFEROR | |
|--|-------------------------------------|--|
| Offeror Company/Organization Name: | FRANCESCA'S TRANSPORTATION, INC | |
| Authorized Representative Name: | DANI RAFO | |
| Authorized Representative Title: | PRESIDENT | |
| The Management of the Manageme | Date: 7/26/2021 | |
| Signature: | 15/ | |
| \ | | |

RFB 11018 15 of 65

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11018) HEALTH AND HUMAN SERVICES AGENCY

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

County of San Diego Department of Purchasing and Contracting REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid,

| pro | posal, quote | , statement of qualifications, o | r any other submissio | | | | vices). | | |
|------|----------------|---|--------------------------|--------|-----------|--|---------------------------------|---|------------|
| 1. | BUSINESS | | | | | | | | |
| 2. | For-profit | t Non-profit Go KING DIRECTORATE | vernment | | 4.2.3 | Are presently the accusation or c | | ibject of any inve ny federal, state | |
| | | ce with Board of Supervisors Po and will be subcontracting wi | | | | | nforcement, lic | censing, certificatio | |
| | | an interlocking directorate, man- exists, Offeror must list all se | | | 4.2.4 | Are proposed for department or ag | | any state, local, o | or federal |
| | attached se | parate sheet, and authorization pervisors. If Offeror is a non-prof | must be sought from | | 4.2.5 | If Offeror is unabl | le to certify Se | ctions 4.2.1, 4.2.2, | |
| | such a list, | Offeror certifies it has not enter with a related for-profit entity. | | | | Representations | and Certification | ons the reason(s) ude the Section(s) | it cannot |
| 3. | List Attache | | | | | relevant facts | including date | es, contracts, in | dividuals |
| | | esents as a part of this offer the | e following information | | | | | om making the n | |
| | | e ownership, operation, and cont | | | | certification(s). Ti | he County res | erves the right to | disqualify |
| | | ou a local business with a phy | | | | an Offeror based | upon informati | ion disclosed. | |
| | the C | County of San Diego? Ye | s No | | | Disclosure Attac | ched? Yes | | |
| | 3.2. Are y | ou certified by the State of Califo | mia as a: | 5. | | ED WORK | | | |
| | | Disabled Veteran Business Enter | orise(DVBE) | | | certifies to the bi | | | |
| | | fication #: | | | | ed in an attache | | | |
| | √ S | mall Business Enterprise (SBE) | | | | tractors, agents, ted with the County | | | |
| | | fication #: 201854 | 2 | | | eparing related stu | | | |
| | | ou certified by the U.S. Dept Of | | | | ement of work, or p | | | oriento or |
| | | eteran Owned Small Business (| VOSB) | | | sure Attached? Ye | | , | |
| | Certi | fication # | | 6. | CURRE | ENT COST OR PRI | ICING | | |
| | | Service Disabled Veteran Owned | Small Business | | Offeror | certifies to the bes | t of its knowle | dge that cost and/ | or pricing |
| | | OSB) | | | | bmitted with this o | | | |
| | | fication # | effects be perferred | | | submission of th | | | accurate, |
| | 3.4. Estin | nated percentage of work in this | oner to be periorned | 7. | | te, and current as o ENDENT PRICING | | ied below. | |
| | | filled locally (within the geograph ity of San Diego): | 100 % | | | certifies that in rela | | er | |
| 4 | | NT, SUSPENSION, AND RELAT | | | | e prices in this of | | | endently. |
| ٠, | | certifies to the best of its knowle | | | | hout consultation, | | | |
| | | ts officers: | age that Helister it not | | pur | pose of restricting | competition. | as to any matter r | elating to |
| | | Are presently debarred, suspend | ed, declared ineligible, | | suc | ch prices with other | er offerors, wit | th any competitors | s, or with |
| | | or voluntarily excluded from co | vered transactions by | | any | y County employe | e(s) or consu | ıltant(s) involved i | n this or |
| | | any state, local, or federal depa | | | | ated procurements | * | | |
| | 4.1.2. | Have within a three (3) year | period preceding this | | 7.2. Un | less otherwise red | quired by law, | the prices that ha | ave been |
| | | agreement been convicted of or | | | | oted in this offer h | | | |
| | | rendered against them for co | | | | opening, in the ca | | | |
| | | criminal offense in connect attempting to obtain, or perforn | | | | a proposal, directi | | | |
| | | state, or local) transaction or or | | | an | y competitor or | with any | County employe | e(s) or |
| | | transaction; violation of feder | | | | nsultant(s) involved | | | |
| | | statutes; or commission of | | | | attempt has been | | | |
| | | forgery, bribery, falsification or o | | | | uce any other per | | | ubmit an |
| | | making false statements, or rece | | | | er for the purpose of | | empetition. | |
| | 4.2. Except | as allowed for in Section | 4.2.5, Offeror hereby | 8. | | ONAL DISCLOSU shall report in writin | | Nonartment of D | ırchaeina |
| | | to the best of its knowledge the | at neither it not any of | | | ntracting within fiv | | | |
| | its office | ers. Are presently indicted for or o | thorwise criminally or | | any res | ason to suspect a | e busiliess da anv change in | status as certifie | d in the |
| | | civilly charged by a government e | | | | ng paragraphs. Up | | | |
| | | local) with the commission of | | | | nal information su | | | |
| | | enumerated in paragraph 4.1.2 o | | | Certifica | ations. Offeror's obl | ligations under | this Section 8 shall | continue |
| | | Have within a three (3) year | | | | feror is no longer u | | | |
| | | agreement had one or more | | | or until | termination or expi | ration of any re | esulting contract(s) | |
| | | (federal, state or local) terminate | ed for cause or default; | | | | | | |
| | | | CERTIF | | | | _ | |) |
| The | information | furnished in Paragraphs 1 through | h 8 and in the accompa | anying | offer is | certified to be fact | tual and correct | t as of the date so | bmitted |
| and | this certifica | tion is made under penalty of per | | | | iliomia. | and | $X \subset X \subset$ | |
| Na | me: | | Si | • | | | | 118/1 | |
| Titl | e: | PRESIDENT | D | ate: | | 7/26/2021 | | 7 | • |
| Co | mnany/Oras | anization FRANCESCA | I C TIDANICO ODTATITO | U D | NC | | | 5034 TENNES (1935) | |

DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

| All Offerors must complete this section | | | | | | | |
|---|---|--|--|--|--|--|--|
| Offeror: | FRANCESCA'S TRANSPORTATION, INC | | | | | | |
| Offeror's Repr | Offeror's Representative: DANI RAFO | | | | | | |
| | | | | | | | |
| | Exemptions (complete only if Offeror qualifies for one of the exemptions below) | | | | | | |
| Offeror is exer because Offero | npt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a or is a: | | | | | | |
| | Government agency | | | | | | |
| | Nonprofit organization | | | | | | |
| \boxtimes | Small Business Enterprise (SBE), pursuant to Board Policy B-53 | | | | | | |
| | State of California small/micro business certification #: 2018542 | | | | | | |
| | Veteran Owned Business (VOB), pursuant to Board Policy B-39a | | | | | | |
| | VOB status due to certification as a: | | | | | | |
| | DVBE - State of California certification #: | | | | | | |
| | VOSB - U.S. VA certification #: | | | | | | |
| | SDVOSB - U.S. VA certification #: | | | | | | |
| DVB Compli | ance (complete if Offeror claimed no exemption above) | | | | | | |
| | Offeror will self-perform 100% of the services. | | | | | | |
| | omplete and attach DVB Subcontractor Participation Plan | | | | | | |
| ☐ C | Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded ne 3% DVB Subcontractor Participation goal) | | | | | | |
| | | | | | | | |

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

RFB 11018 17 of 65

DVB SUBCONTRACTOR PARTICIPATION PLAN

| Offeror: | | Offeror Representative: | |
|-------------|--|---|---|
| Project | Title: | | |
| ITEM NO. | DESCRIPTION OF WORK, SERVICE OR MATERIAL | NAME, ADDRESS, TELEPHONE NUMBER, CERT AND CERTIFICATION NUMBER OF DVB TO I | IFICATION, DOLLAR AMOUNT TO BE USED BE PAID THIS DVB |
| | | Name: | |
| | | Address: | |
| | | Telephone #: | |
| | | Certification: Certification #: | |
| | | Name: | |
| | | Address: | |
| - | | Telephone #: | |
| | | Certification: Certification #: | |
| | | Name: | |
| | | Address: | |
| | | Telephone #: | |
| | | Certification: Certification #: | |
| | | Name: | |
| | | Address: | |
| - | | Telephone #: | |
| | | Certification: Certification #: | |
| | | Name: | |
| | | Address: | |
| | | Telephone #: | |
| | | Certification: Certification #: | |
| | | TOTAL AMOUNT TO CE | ERTIFIED DVB \$ |
| | Use a | dditional sheets if necessary. Compute utilization on last shee | t. |
| | | of (complete if submitting more than one sheet | |
| COMPU | TATION OF UTILIZATION AND COMPA | RISON WITH THE SUBCONTRACTOR PARTICIPATION | GOAL |
| Comi | Total Amount to Certified DVB Total Bid/Proposal | | Goal = 3% |
| | | - x 100 =% | Submit Documentation of Good Faith Effort if goal is not met. |
| | | | E DIJE DATE |

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

RFB 11018 18 of 65

DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBs that the Offeror <u>solicited</u> for participation in this contract along with dates. Use additional sheets if necessary.

| | Certified DVB Firm | Certificate (DVBE/SDVOSB) | Date of Contact (Mail, Fax, Telephone, etc.) | Responded (Yes/No) |
|-----|--------------------|---------------------------|--|-----------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | 8 |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |
| 15. | | | | |

| Sheet | of | (complete if submitting more than one sheet) |
|-------|----|--|
|-------|----|--|

B. **DVB Solicitations**

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVB firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

RFB 11018 19 of 65

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB 11018) HEALTH AND HUMAN SERVICES AGENCY

DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBs that submitted bids/proposals, (2) The qualifying certification (DVBE or SDVOSB), (3) Nature of work/supplies/services offered that are not accepted, (4) Dollar amounts of the DVBs bids/proposals not accepted, (5) Subcontractors and/or suppliers that will be used instead of the DVBs, (6) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (7) The reason for the bidder/offeror not accepting the DVB's bid/proposal. Use additional sheets if necessary.

| | | | | | | | |
|--|------|------|--|---|------|--|--|
| Reason Not Accepted (7) | | | | | | | |
| Bid/Proposal Amount Accepted (6) | | | | | | | |
| Subcontractor/ Supplier to be used (5) | | | | | | | |
| DVB Bids/Offer(\$) (4) | | | | | | | |
| Nature of Work (3) | | | | | | | |
| Certification (DVBE/SDVOSB) (2) | | | | , | | | |
| Name of DVB (1) | | | | | | | |

Sheet ____ of ___ (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB 11018) HEALTH AND HUMAN SERVICES AGENCY

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

County of San Diego

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Ref. 44 C.F.R. APPENDIX A to PART 18 - Certification Regarding Lobbying

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.

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.

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.

| RFP 11018 |
|---|
| Contract or Solicitation Number |
| PRESIDENT |
| Title of Contractor's Authorized Official |
| 7/26/2021 |
| Date of Signature |
| |

EXHIBIT C - PAYMENT SCHEDULE (Submit completed Payment Schedule with your bid)

*The Price per Trip shall be fully loaded and based on a 35 mile trip. For mileage over and above 35 miles per trip, contractor will be paid the current GSA mileage reimbursement rate, as adjusted annually. (https://www.gsa.gov/mileage). The County reserves the right to change its projected estimated trips per month as well as its right to add or delete sites during the contract period.

INITIAL TERM: OCTOBER 1, 2021 THROUGH JUNE 30, 2022

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term | | |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|--|--|
| | A | В | C | D | Е | | |
| | | | | (B x C) | (D x 12) | | |
| 1 | Weekday (M-F) Transport | \$ 34.00 | 760 | \$ 25,840.00 | \$ 310,080.00 | | |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 34.00 | 200 | \$ 6,800.00 | \$ 81,600.00 | | |
| 3 | Holiday Transport | \$ 34.00 | 13 | \$ 442.00 | \$ 5,304.00 | | |
| | Total for the Initial Term: | | | | | | |

FIRST OPTION YEAR: JULY 1, 2022 THROUGH JUNE 30, 2023

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|--------------------|---------------------------------|-----------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 34.00 | 760 | \$ 25,840.00 | \$ 310,080.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 34.00 | 200 | \$ 6,800.00 | \$ 81,600.00 |
| 3 | Holiday Transport | \$ 34.00 | 13 | \$ 442.00 | \$ 5,304.00 |
| | | | Total for the fir | st option year: | \$ 396,984.00 |

SECOND OPTION YEAR: JULY 1, 2023 THROUGH JUNE 30, 2024

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 34.00 | 760 | \$ 25,840.00 | \$ 310,080.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 34.00 | 200 | \$ 6,800.00 | \$ 81,600.00 |
| 3 | Holiday Transport | \$ 34.00 | 13 | \$ 442.00 | \$ 5,304.00 |
| | \$ 396,984.00 | | | | |

THIRD OPTION YEAR: JULY 1, 2024 THROUGH JUNE 30, 2025

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 34.00 | 760 | \$ 25,840.00 | \$ 310,080.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 34.00 | 200 | \$ 6,800.00 | \$ 81,600.00 |
| 3 | Holiday Transport | \$ 34.00 | 13 | \$ 442.00 | \$ 5,304.00 |
| | . 1 | • | Total for the th | ird option year: | \$ 396,984.00 |

FOURTH OPTION YEAR: JULY 1, 2025 THROUGH JUNE 30, 2026

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 34.00 | 760 | \$ 25,840.00 | \$ 310,080.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 34.00 | 200 | \$ 6,800.00 | \$ 81,600.00 |
| 3 | Holiday Transport | \$ 34.00 | 13 | \$ 442.00 | \$ 5,304.00 |
| | | Tota | l for the Fourt | h Option Year: | s 396,984.00 |

| GRAND TOTAL 10/1/2021 - 6/30/2026 - BASIS FOR AWARD | \$ 1,984,920.00 |
|---|-----------------|

Note: List of observed holidays:

- 1. New Year's Day
- 2. President's Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Thanksgiving Day
- 7. Christmas Day

SUBMITTAL ITEMS

Offeror shall provide the requested supplemental information in response to the following Submittal Items in support of the County's pre-award survey evaluation of responsiveness and responsibility. The failure to respond to all of the following Submittal Items may be grounds for the County to find the bid non-responsive.

Do not include any information in your response to these Submittal Items that modifies or conflicts with the requirements of this bid, including the Statement of Work and Agreement.

If confidential/proprietary information is required to respond to these Submittal Items, include it in a separate CONFIDENTIAL/PROPRIETARY exhibit in accordance with section 2.6 of the RFB Instructions and Rules.

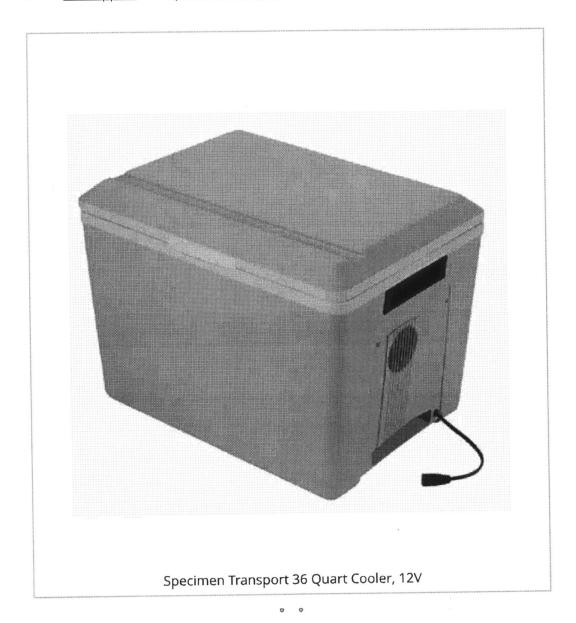
Submittal Items

1. Flyer/brochure depicting specimen/pharmaceutical transportation container(s) able to maintain cold-chain temperature between 2°C (36°F) and 8°C (46°F) to be used for this contract.

2. Description of how County will place a request for transportation of biological specimens and/or pharmaceuticals (e.g., web portal, text message, phone call, etc.)

Email or web portel App.

☐ > Lab Supplies > Specimen Transport > Plug-In Specimen Transport 36 Quart Cooler, 12V Plug



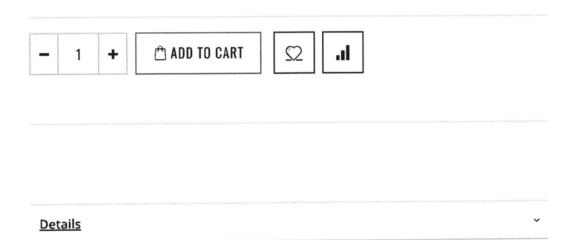
Plug-In Specimen Transport 36 Quart Cooler, 12V Plug

Be the first to review this product

Plug-In Specimen Transport 36 Quart Cooler provides an "active" cooling solution for the transport of laboratory specimens

Item Number: 2734M3

Availability: In stock SKU#: 2734M3

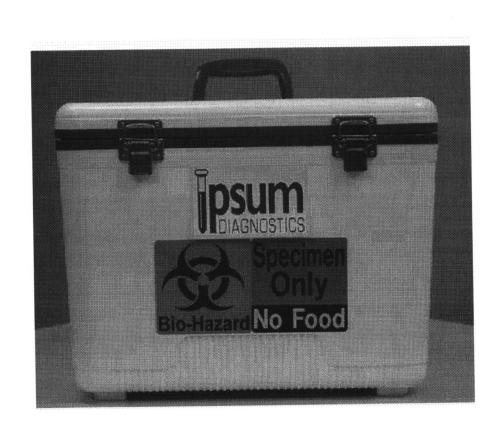


- 36 Quart Thermoelectric Cooler-12 V- provides an "active" cooling solution for the transport of laboratory specimens
- Each unit will cool to approximately 40° F lower than ambient temperature and can also heat up to approximately 135° F
- Plug-In Specimen Transport 36 Quart Cooler comes complete with 12-volt power plug for vehicle
- Overall dimensions: 15.5"L x 15.75"W x 21"H
- 36 Qt. Coolers is lightweight (15 lbs.)
- NOTE: This cooler does not lock
- Optional equipment includes a Battery Saver Switch (sold separately) which
 protects the car's battery from premature drainage as well as an AC Power
 Adapter AC Adapter 5A 110/120V (sold separately) which allows unit to be used in
 any 110/120 VAC wall outlet. To Order Battery Saver Switch or AC Power Adapter
 please contact us at sales@medicus-health.com or give a call at 877-514-1140.

| More Information | ~ |
|------------------|---|
| Reviews | ~ |

WE FOUND OTHER PRODUCTS YOU MIGHT LIKE!

Specimen Collection Accessories >
Hardside Cooler - Large 30 Qt



Hardside Cooler - Large 30 Qt

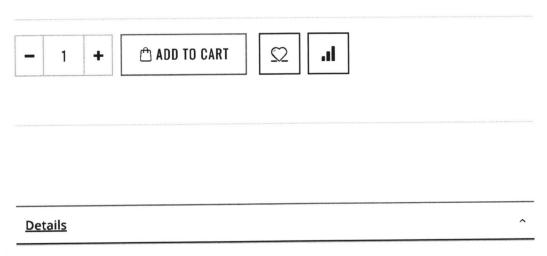
Hardside Cooler - Large 30 Qt

★★★★ Be the first to review this product

These 30-Quart Specimen Transport Hard Side Coolers are perfect for transporting specimens to the lab and maintaining temperatures.

Item Number: 5320M1

Availability: In stock SKU#: 5320M1



- 30-Quart Specimen Transport Hard Side Coolers are perfect for transporting specimens to the lab and maintaining temperatures.
- Great option for Blood Banks to send units to the ER or Surgery to help prevent units from returning over temperature
- Hardside coolers have feet and can be stacked for storage
- Stainless Steel hardware will provide many years of durable service
- Convenient handle on top and heavy duty strap can be used to secure lid during transport or be used as a shoulder strap
- Constructed of durable polypropylene for all types of specimen transport needs
- Insulated with High-Grade molded Polystyrene Foam
- Non-Absorbent Surface Easy to Clean and Disinfect
- Offers superior protection for your specimens or blood products
- Airtight closure seal is provided by an EVA Gasket Seal recessed into the lid
- Please note: Because this item is exposed to blood and other hazardous specimens it is non-returnable
- Internal Dimensions: 16.5"L x 9.5"W x 11.5"H
- External Dimensions: 19.5"L x 12.5"W x 14.5"H
- Custom Labeled Coolers are also available. Please e-mail us at sales@medicus-health.com or call us at 877-514-1140 for more details.
 Minimum quantities may apply.

| 34444444444444444444444444444444444444 | |
|---|---|
| More Information | ~ |
| *************************************** | |
| <u>Reviews</u> | ~ |
| | |

WE FOUND OTHER PRODUCTS YOU MIGHT LIKE!

Next Bid

BID COVER PAGE (PC-600)

| SUBMITTAL INFORMATION | | | | |
|---|------------------------------------|---|--|--|
| Submit this Completed Form as the Cover Page of Your Bid | | | | |
| | DESCRIP | TION | | |
| Request for Bids (RFB) 11018 | | COURIER SERVICES FOR TRANSPORTATION OF | | |
| 1 | | BIOLOGICAL SPECIMENS AND PHARMACEUTICALS | | |
| OFFE | CROR INFORMATION (TO BI | E COMPLETED BY OFFEROR) | | |
| | Please Type or I | Print Clearly | | |
| BUSINESS INFORMATION | | · | | |
| Innovative Federal Operations | Group, INC. | Larry Wick | | |
| Company/Organization Name | | | | |
| Company/Organization Ivame | | | | |
| | | CEO | | |
| 1959 Palomar Oaks Way #160, C | arlsbad, CA 92011 | | | |
| Address | _ | Lwick@ifogusa.com | | |
| (800)314-8902 | | Authorized Representative Email Address | | |
| Telephone Number | | - | | |
| retephone Number | | (800) 314-8902 | | |
| variate ife que e com | | Authorized Representative Telephone Number | | |
| www.ifogusa.com | | | | |
| Website Address | | 1959 Palomar Oaks Way #160, Carlsbad, CA 92011 | | |
| (888) 415-8297 | | | | |
| Fax Number (optional) | | Authorized Representative Mailing Address | | |
| AUTHORIZED POINT OF CONTAC | | | | |
| Authorized Representative. | rding this RFB will be sent to the | POC. If no POC is provided, such communications will be sent to the | | |
| Authorized Representative. | | . 0.1 | | |
| Alana Ruiu | | aruiu@ifogusa.com | | |
| POC Name | | POC Email Address | | |
| National Sales Manager | | (315) 725-9930 | | |
| POC Title | | POC Telephone Number | | |
| 1959 Palomar Oaks Way #160, Carlsbad, CA 92011 | | | | |
| POC Mailing Address | | | | |
| | ACKNOWLEDGEME | NT OF ADDENDA | | |
| Diddon A | oknowlodgos Addondum 1572 [| 73 74 4 5 [] additional 9 Attachments | | |
| Biddel Ad | | | | |
| | SIGNAT | | | |
| | | ifornia, that I am authorized to execute and submit this bid on | | |
| behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other | | | | |
| information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and | | | | |
| complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror | | | | |
| agrees that if its bid is accepted, Offeror shall be bound by the Agreement included in the RFB. | | | | |
| Larry L Wick | | 07/26/2021 | | |
| Authorized Representative Signature | | Date | | |
| NOTICE OF ACCEPTANCE OF SUCCESSFUL BID | | | | |
| | (This section for Co | | | |
| ACCEPTANCE AS TO ITEM(S) NUM | | COUNTY OF SAN DIEGO: | | |
| | | By: | | |
| | | JOHN M. PELLEGRINO, Director DATE | | |
| TOTAL AMOUNT: | AWARD NO.: | NAME & TITLE OF CONTRACTING OFFICER | | |
| · | | | | |
| | | 1 | | |

PC 600 Form (PC-600b) Rev. 3-26-2021

RFB 11018 12 of 65

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego

("County") and Offeror Company/Organization Name:

("Offeror") with reference to the following facts:

Innovative Federal Operations Group, Inc.

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "EXHIBIT – CONFIDENTIAL/PROPRIETARY" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

- 1. The above recitals are incorporated herein by this reference.
- 2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
- 3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
- 4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

| TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR | | | |
|--|---|--|--|
| Offeror Company/Organization Name: | anization Name: Innovative Federal Operations Group, Inc. | | |
| Authorized Representative Name: | Larry Wick | | |
| Authorized Representative Title: | CEO | | |
| Signature: Larry L Wick | Date: 07/26/2021 | | |
| - A | | | |

RFB 11018 15 of 65

County of San Diego

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Ref: 44 C.F.R. APPENDIX A to PART 18 - Certification Regarding Lobbying

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

- 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.
- 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.

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.

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.

| Innovative Federal Operations Group, Inc. | RFP 11018 |
|--|---|
| Name of Contractor/Offeror | Contract or Solicitation Number |
| Larry L Wick | CEO |
| Printed Name of Contractor's Authorized Official | Title of Contractor's Authorized Official |
| Larry L Wick Signature of Contractor's Authorized Official | 7/26/2021 |
| Signature of Contractor's Authorized Official | Date of Signature |

RFB 11018 13 of 65

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

County of San Diego Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

| | e following representations and certifications are to be complete posal, quote, statement of qualifications, or any other submission | | gned and returned with the offer (the term "offer" includes a bid, provide goods and/or services). |
|----|--|-------|--|
| 1. | BUSINESS TYPE | | |
| 2. | For-profit Non-profit Government INTERLOCKING DIRECTORATE In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity. List Attached? Yes BUSINESS REPRESENTATION Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business: 3.1. Are you a local business with a physical address within | | 4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body; 4.2.4 Are proposed for debarment by any state, local, or federal department or agency. 4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed. |
| | the County of San Diego? Yes No 3.2. Are you certified by the State of California as a: Disabled Veteran Business Enterprise(DVBE) Certification #: 62604 Small Business Enterprise (SBE) Certification #: 62604 | 5. | Disclosure Attached? Yes RELATED WORK Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of |
| | 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as: Veteran Owned Small Business (VOSB) Certification # DUNS 829402309 Service Disabled Veteran Owned Small Business | 6. | the statement of work, or plans and specifications). Disclosure Attached? Yes CURRENT COST OR PRICING Offeror certifies to the best of its knowledge that cost and/or pricing |
| | (SDVOSB) Certification # DUNS 829402309 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 % | 7. | data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below. INDEPENDENT PRICING Offeror certifies that in relation to this offer. |
| 4. | DEBARMENT, SUSPENSION, AND RELATED MATTERS 4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers: 4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency. 4.1.2. Have within a three (3) year period preceding this agreement 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; 4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers: 4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification; 4.2.2 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, | 8. | 7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements; 7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror and will not knowingly be disclosed by the Offeror 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 Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and 7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition. |
| | CERTIF | ICA: | TION |
| | | anyir | ng offer is certified to be factual and correct as of the date submitted |

Company/Organization: Innovative Federal Operations Group, Inc. RFB \$100 MIT THIS FORM AS DIRECTED IN THE REQUEST 400 GOLICITATION DOCUMENTS OR WITH THE OFFER

Signature:

Date: _07/26/2021

Name: Larry L. Wick

DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

| All Offerors must complete this section | | | | | | | |
|---|---|--|--|--|--|--|--|
| Offeror: Inn | Offeror: Innovative Federal Operations Group, INC. | | | | | | |
| Offeror's Rep | presentative: Larrry L Wick | | | | | | |
| | | | | | | | |
| | Exemptions (complete only if Offeror qualifies for one of the exemptions below) | | | | | | |
| | Offeror is exempt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a: | | | | | | |
| | Government agency | | | | | | |
| | Nonprofit organization | | | | | | |
| abla | Small Business Enterprise (SBE), pursuant to Board Policy B-53 | | | | | | |
| | State of California small/micro business certification #: 62604 | | | | | | |
| \checkmark | Veteran Owned Business (VOB), pursuant to Board Policy B-39a | | | | | | |
| | VOB status due to certification as a: | | | | | | |
| | DVBE - State of California certification #: 62604 | | | | | | |
| | VOSB - U.S. VA certification #: DUNS 829402309 | | | | | | |
| | SDVOSB - U.S. VA certification #: DUNS 829402309 | | | | | | |
| DVB Compliance (complete if Offeror claimed no exemption above) | | | | | | | |
| ✓ Offeror will self-perform 100% of the services. | | | | | | | |
| | Complete and attach DVB Subcontractor Participation Plan | | | | | | |
| | Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded he 3% DVB Subcontractor Participation goal) | | | | | | |

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

RFB 11018 17 of 65

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin the 1st day of October 2021 and end on June 30, 2022 ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for four (4) increments of one-year each for a total of four (4) years beyond the expiration of the Initial Term, not to exceed June 30, 2026 pursuant to Exhibit C Payment Schedule or other applicable pricing provisions of this Agreement. Unless County notifies Contractor in writing not less than thirty (30) days prior to the expiration date that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months

| ` ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' | Incremental Option by providing written notice to Contractor no fewer as Agreement. The rates in effect at the time an Incremental Option is option. |
|--|---|
| a sum not to exceed (\$#####) for the initial ten | pricing provisions of this Agreement, County agrees to pay Contractor rm of this Agreement and a sum not to exceed (\$######) for nent amount of (\$#######), in accordance with the method |
| COR. The County has designated the following individual as the | ne Contracting Officer's Representative ("COR") |
| #. #. | ne and Title Address Address FAX and email |
| #Nan # # | s designated the following individual as the Contractor's Representative. me and Title Address Address FAX and email |
| IN WITNESS WHEREOF, County and Contractor have executed | ed this Agreement effective as of the date of the last signature below. |
| COUNTY OF SAN DIEGO | [#CONTRACTOR NAME] |
| By: | By: Larry Wick CEO [#Name and Title] |
| Date: | Date: 7/26/2021 |
| | |

RFB 11018 44 of 65



Executive Summary

Attn: Holly Lam,

Thank you for giving IFOG, Inc. the opportunity to submit a proposal to furnish all labor, equipment, material, supervision, transportation and other items to provide in providing Courier Services for Transportation of Biological Specimens and Pharmaceuticals for San Diego County.

IFOG, Inc. operates with the following certifications:

- SDVOSB/SB (CVE Certified) See Sam.Gov
- DVBE State of CA. Supplier # 62604
- Small/Micro Business State of CA # 62604

As a result of our successful history as a SDVOSB Merchant Vendor, and the qualifications of our staff, IFOG, INC. is uniquely qualified to satisfy the requirement of this RFQ for The Department of Veterans Affairs, Sierra Nevada Health Care System (VASNHCS).

About Innovative Federal Operations Group, INC.:

I-FOG, INC. is a Certified SDVOSB/SB/DVBE Merchant Wholesale distributor of durable and non-durable goods and services throughout the United States and abroad. We place great value on our strong working relationship with the VA, DHS, GSA and DOD Member Agencies and program administration staff. We are proud of our reputation for conducting business with integrity and accuracy and it is our goal to outperform your highest expectations now and well into the future.

Thank you for the opportunity to serve once again.

I hereby certify that I am an individual authorized to bind this proposal on behalf of Innovative Federal Operations Group, INC.:

Larry Wick



Introduction

Innovative Federal Operations Group (IFOG)

Project Manager: Alana Ruiu 315-725-9930 IFOG is a Service Disabled Veteran Owned Small Business that has been providing services for the Government for the past 8 years. IFOG has been awarded close to 300 Federal Contracts over this time period, and has an excellent track record of employing Service Disabled Veteran's, working with Contracting Officers, and providing superior service according to each contract. IFOG currently manages 4 Federal contracts that provide courier service to pick up and deliver time-sensitive medical specimens and documents to their destination.

Sample Specimen Cooler

Brand: Thermosafe

Product Name: Medical Transporter Tote, 0.3 cu ft, Blue

Nylon, Polystyrene Foam Item Number 3KTN9 UNSPSC 48102106



Technical Specs

| Item | Medical Transporter Tote |
|----------------|--------------------------|
| Capacity | 0.3 cu ft |
| Color | Blue |
| Overall Height | 10 3/4 in |
| Overall Length | 8 1/2 in |
| Overall Width | 7 3/4 in |
| Material | Nylon, Polystyrene Foam |
| Inside Height | 10 1/4 in |

| Inside Length | 8 3/8 in |
|---------------|---|
| Inside Width | 7 1/4 in |
| Includes | Locking Zipper, Two Keys, Hasp for Attachment of Tamper-Evident Seals, Adjustable Carrying Straps; Polyurethane Foam Rack Insert with 24 Holes for Securing 5 to 15 mL Vials; Removable Refrigerant Gel Packs and a Fold-out Partition That Separates Fragile Samples into Two Different Temperature Compartments or Single Chamber with Partition Folded Back. |



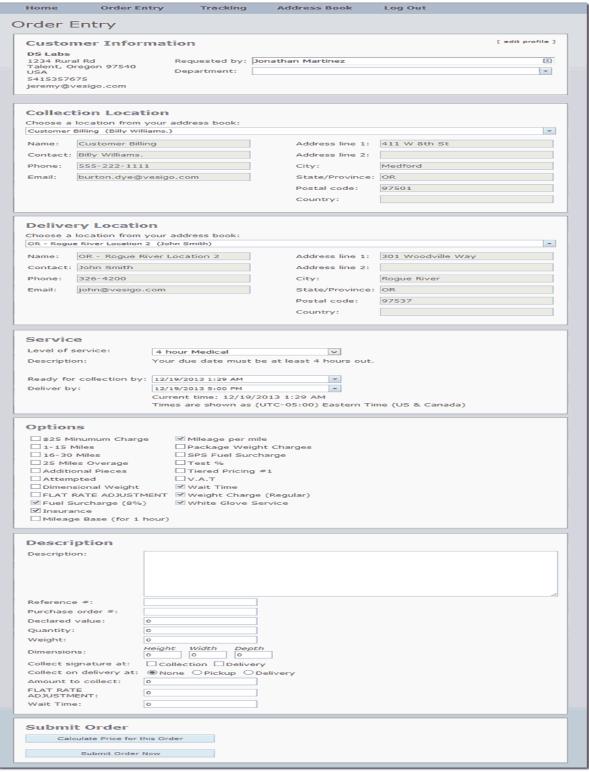
Temperature sensitive pharmaceutical deliveries will NEVER be transported in the same cooler as biological specimens, we'll use an item similar to below for pharmacy related items: https://www.kohls.com/product/prd-1788551/coleman-40-can-collapsible-bag-cooler.jsp

IFOG can provide icepacks at refrigerated and frozen temps for both specimen and pharmacy deliveries, kept in different refrigerators to avoid any potential contamination. Dry ice can be made available at an additional cost of \$15+ cost of dry ice needed per day.

Sample of Online Ordering Portal

Please see next page for a sample of the online platform that the county will use to place a request for transportation of biological specimens and/or pharmaceuticals.







DEPARTMENT OF VETERANS AFFAIRS Center for Verification and Evaluation Washington DC 20420

12/19/2019

In Reply Refer To: **00VE**

Mr. Larry L. Wick Innovative Federal Operations Group, Incorporated DUNS: 829402309 1959 Palomar Oaks Way, Ste. 160 Carlsbad, CA 92011

Dear Mr. Wick:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. Innovative Federal Operations Group, Incorporated will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Service-Disabled Veteran-Owned Small Business (SDVOSB).

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Innovative Federal Operations Group, Incorporated's continued program eligibility in accordance with 38 Code of Federal Regulation (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into https://www.vip.vetbiz.gov/.

To promote Innovative Federal Operations Group, Incorporated's verified status, you may use the following link to download the logo for use on your marketing materials and business cards: https://www.va.gov/OSDBU/docs/cve_completed_s.jpg. In addition, please access the following link for information on next steps and opportunities for verified businesses:

http://www.va.gov/osdbu/verification/whatsNext.asp.

While CVE has confirmed that Innovative Federal Operations Group, Incorporated is presently, as of the issuance of this notice, in compliance with the regulation, Innovative Federal Operations Group, Incorporated must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Innovative Federal Operations Group, Incorporated being removed from the VIP Verification Program.

Page 2 Mr. Larry L. Wick

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Innovative Federal Operations Group, Incorporated's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individuals records.

If Innovative Federal Operations Group, Incorporated receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Innovative Federal Operations Group, Incorporated discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Innovative Federal Operations Group, Incorporated being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

Thomas McGrath

Director

Center for Verification and Evaluation

Thomas M. Broth



JOHN M. PELLEGRINO

 $_{\text{DIRECTOR}}$ DEPARTMENT OF PURCHASING AND CONTRACTING $ADDENDUM\ No.\ 2$ 5560 Overland avenue, suite 270, san diego, california

Phone (858) 505-6367 Fax (858) 715-6452

REQUEST FOR BIDS (RFB) 11018
HEALTH AND HUMAN SERVICES AGENCY
Allen R. Hunsberger Assistant Director

July 2, 2021

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Exhibit C, Payment Schedule has been revised. See attached revised Exhibit C, Payment Schedule marked Addendum 2.

If you have any questions, please contact Holly Lam, Procurement Contracting Officer, (858) 505-6613, Holly.Lam@sdcounty.ca.gov.

COUNTY CONTRACT NUMBER RFB 11018 AGREEMENT WITH CONTRACTOR FOR COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

EXHIBIT C – PAYMENT SCHEDULE (Submit completed Payment Schedule with your bid)

*The Price per Trip shall be fully loaded and based on a 35 mile trip. For mileage over and above 35 miles per trip, contractor will be paid the current GSA mileage reimbursement rate, as adjusted annually. (https://www.gsa.gov/mileage). The County reserves the right to change its projected estimated trips per month as well as its right to add or delete sites during the contract period.

INITIAL TERM: OCTOBER 1, 2021 THROUGH JUNE 30, 2022

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|--|----------------------------------|-----------------------|---------------------------------|--------------------------|---------------------------|
|--|----------------------------------|-----------------------|---------------------------------|--------------------------|---------------------------|

| | A | В | С | D | Е |
|---|--|---------|-----|-------------|--------------|
| | | | | (B x C) | (D x 9) |
| 1 | Weekday (M-F) Transport | \$35.70 | 760 | \$27,132.00 | \$244,188.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$71.40 | 200 | \$14,280.00 | \$128,520.00 |
| 3 | Holiday Transport | \$53.55 | 13 | \$696.15 | \$6,265.35 |
| | \$378,973 | | | | |

FIRST OPTION YEAR: JULY 1, 2022 THROUGH JUNE 30, 2023

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|--------------------|---------------------------------|-----------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$58.80 | 760 | \$44,688.00 | \$536,256.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$85.68 | 200 | \$17,136.00 | \$205,632.00 |
| 3 | Holiday Transport | \$64.26 | 13 | \$835.38 | \$10,024.56 |
| | \$751,912.56 | | | | |

RFB 11018

Addendum 2 – Revised Exhibit C, Payment Schedule

COUNTY CONTRACT NUMBER RFB 11018 AGREEMENT WITH CONTRACTOR FOR COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

SECOND OPTION YEAR: JULY 1, 2023 THROUGH JUNE 30, 2024

| Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|----------------------------------|-----------------------|---------------------------------|--------------------------|---------------------------|
| A | В | С | D | Е |
| | | | (B x C) | (D x 12) |

| 1 | Weekday (M-F) Transport | \$58.80 | 760 | \$44,688.00 | \$536,256.00 |
|---|--|--------------|--------------------|----------------|--------------|
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$85.68 | 200 | \$17,136.00 | \$205,632.00 |
| 3 | Holiday Transport | \$64.26 | 13 | \$835.38 | \$10,024.56 |
| | | To | tal for the second | l option year: | |
| | | \$751,912.56 | | | |

THIRD OPTION YEAR: JULY 1, 2024 THROUGH JUNE 30, 2025

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$58.80 | 760 | \$44,688.00 | \$536,256.00 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$85.68 | 200 | \$17,136.00 | \$205,632.00 |
| 3 | Holiday Transport | \$64.26 | 13 | \$835.38 | \$10,024.56 |
| | | | | | |
| | | | | | \$751,912.56 |

RFB 11018

Addendum 2 – Revised Exhibit C, Payment Schedule

COUNTY CONTRACT NUMBER RFB 11018 AGREEMENT WITH CONTRACTOR FOR COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

FOURTH OPTION YEAR: JULY 1, 2025 THROUGH JUNE 30, 2026

| Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|----------------------------------|-----------------------|---------------------------------|--------------------------|---------------------------|
| A | В | С | D | Е |
| | | | (B x C) | (D x 12) |

| 1 | Weekday (M-F) Transport | \$58.80 | 760 | \$44,688.00 | \$536,256.00 |
|---|--|---------|------------------|--------------|--------------|
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$85.68 | 200 | \$17,136.00 | \$205,632.00 |
| 3 | Holiday Transport | \$64.26 | 13 | \$835.38 | \$10,024.56 |
| | | Total | for the Fourth (| Option Year: | \$751,912.56 |

| GRAND TOTAL 10/1/2021 – 6/30/2026 – BASIS FOR AWARD | \$3,007,650.24 |
|---|----------------|
| | |

Note: List of observed holidays:

- 1. New Year's Day
- 2. President's Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Thanksgiving Day
- 7. Christmas Day

 $Addendum\ 2-Revised\ Exhibit\ C,\ Payment\ Schedule$

Next Bid

BID COVER PAGE (PC-600)

| Submit this Completed Form as the Cover Page of Your Bid DESCRIPTION Request for Bids (RFB) 11018 COURER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR) Please Type or Print Clearly BUSINESS INFORMATION LYNX TRANSPORTATION LLC Company/Organization Name Authorized Representative Name (619) 622 - 7691 Telephone Number www.lynxrides.com Website Address (619) 622 - 7691 Telephone Number www.lynxrides.com Website Address (619) 622 - 7691 Authorized Representative Telephone Number Authorized Representative Telephone Number Authorized Representative Telephone Number PO. BOX 151024, SAN DIEGO, CA 92175 Authorized Representative POC Name POC Name POC Title POC Tritle POC Tritle POC Tritle POC Telephone Number SIGNATURE I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid or behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB, and Offeror agrees that if it is bid is averaged, Offeropshal be bound by the Agreement included in the RFB. Authorized Representative Signature NOTICE OF ACCEPTANCE OF SUCCESSUL BID (This section for County we and) AUTHORIZED FOOTRACTING OFFICER NAME & TITLE OF CONTRACTING OFFICER | | SUBMITT | TAL INFORMATION | | |
|--|---|---|--|--|--|
| Request for Bids (RFB) 11018 COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR) Please Type or Print Clearly BUSINESS INFORMATION LYNX TRANSPORTATION LLC Company/Organization Name P.O. BOX 151024 Address (619) 622 - 7691 Telephone Number www.lynxrides.com Website Address () () Fax Number (optional) AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative Email Address County communications to Offeror regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative POC Name POC Mailing Address ACKNOWLEDGEMENT OF ADDENDA Bidder Acknowledges Addendum 1 [1 2 [1] 3 [1] 4 [1] 5 [3] additional SIGNATURE I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid on behalf of the Offeror listed above, that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and compiled with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is accepted, Offeron shall be bound by the Agreement included in the RFB. O7/11/2021 Authorized Representative Email Address () P.O. BOX 151024, SAN DIEGO. CA 92175 Authorized Representative Email Address () P.O. BOX 151024, SAN DIEGO. The POC is provided, such communications will be sent to the POC. If no POC is provided, such communications will be sent to the POC Email Address () POC Telephone Number I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid or behalf of the Offeror listed above, that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information in this submission is true, | | Submit this Completed F | form as the Cover Page of Your Bid | | |
| Request for Bids (RFB) 11018 COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR) Please Type or Print Clearly BUSINESS INFORMATION LYNX TRANSPORTATION LLC Company/Organization Name P.O. BOX 151024 Address (619) 622 - 7691 Telephone Number www.lynxrides.com Website Address () () Fax Number (optional) AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative Email Address County communications to Offeror regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative POC Name POC Mailing Address ACKNOWLEDGEMENT OF ADDENDA Bidder Acknowledges Addendum 1 [1 2 [1] 3 [1] 4 [1] 5 [3] additional SIGNATURE I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid on behalf of the Offeror listed above, that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and compiled with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is accepted, Offeron shall be bound by the Agreement included in the RFB. O7/11/2021 Authorized Representative Email Address () P.O. BOX 151024, SAN DIEGO. CA 92175 Authorized Representative Email Address () P.O. BOX 151024, SAN DIEGO. The POC is provided, such communications will be sent to the POC. If no POC is provided, such communications will be sent to the POC Email Address () POC Telephone Number I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid or behalf of the Offeror listed above, that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information in this submission is true, | | DI | ESCRIPTION | | |
| Please Type or Print Clearly BUSINESS INFORMATION LYNX TRANSPORTATION LLC Company/Organization Name P.O. BOX 151024 Address (619) 622 - 7691 Telephone Number Website Address () PRA Number (optional) AUTHORIZED FOINT OF CONTACT (POC) (if different from Authorized Representative Email Address () POC Name POC Name POC Name POC Mailing Address ACKNOWLEDGEMENT OF ADDENDA Bidder Acknowledges Addendum 1 [] 2 [] 3 [] 4 [] 5 [] additional SIGNATURE Lectify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid or behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is apergred, Offerop shall be bound by the Agreement included in the RFB. O//I/I/202 Date NOTICE OF ACCEPTANCE OF SUCCESSFUL BID (This section for County was collaboration). DATI | Request for Bids (RFB) 11018 | | | | |
| BUSINESS INFORMATION LYNX TRANSPORTATION LLC Company/Organization Name P.O. BOX 151024 Address (619) 622 - 7691 Telephone Number www.lynxrides.com Website Address () P.O. BOX 151024, SAN DIEGO, CA 92175 Authorized Representative Title info@lynxrides.com Authorized Representative Title info@lynxrides.com Authorized Representative Title info@lynxrides.com Authorized Representative Telephone Number P.O. BOX 151024, SAN DIEGO, CA 92175 Authorized Representative Mailing Address Authorized Representative Mailing Address P.O. BOX 151024, SAN DIEGO, CA 92175 Authorized Representative P.O. BOX 15 | OFF | | (TO BE COMPLETED BY OFFEROR) | | |
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| By: JOHN M. PELLEGRINO, Director DATE | | (This sect | tion for County use only) | | |
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PC 600 Form (PC-600b) Rev. 3-26-2021

County of San Diego

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Ref. 44 C.F.R. APPENDIX A to PART 18 - Certification Regarding Lobbying

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

- 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.
- 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.

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.

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.

| LYNX TRANSPORTATION LLC | RFB 11018 |
|--|---|
| Name of Contractor/Offeror | Contract or Solicitation Number |
| MUSTAFA SAHID | coo |
| Printed Name of Contractor's Authorized Official | Title of Contractor's Authorized Official |
| mlass | 07/11/2021 |
| Signature of Contractor's Authorized Official | Date of Signature |

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

County of San Diego Department of Purchasing and Contracting REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

| pro 1. | oposal, quote, statement of qualifications, or any other submission BUSINESS TYPE | n to | provide goods and/or services). |
|-----------|--|------|--|
| 1. | For-profit Non-profit Government | | 4.2.3 Are presently the target or subject of any investigation, |
| 2. | INTERLOCKING DIRECTORATE In accordance with Board of Supervisors Policy A-79, if Offeror is | | accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, |
| | a non-profit and will be subcontracting with a related for-profit | | or compliance body; |
| | entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an | | 4.2.4 Are proposed for debarment by any state, local, or federal department or agency. |
| | attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit | | 4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this |
| | such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity. | | Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific |
| 3. | List Attached? Yes BUSINESS REPRESENTATION | | relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant |
| | Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business: | | information that prevent it from making the requested certification(s). The County reserves the right to disgualify |
| | 3.1. Are you a local business with a physical address within the County of San Diego? Yes ☐ No | | an Offeror based upon information disclosed. Disclosure Attached? Yes |
| | 3.2. Are you certified by the State of California as a: | 5. | RELATED WORK |
| | Disabled Veteran Business Enterprise(DVBE) Certification #: | | Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed |
| | Small Business Enterprise (SBE) | | subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project |
| | Certification #: | | (e.g. preparing related studies or recommendations, components of |
| | Are you certified by the U.S. Dept Of Veterans' Affairs as: Veteran Owned Small Business (VOSB) | | the statement of work, or plans and specifications). Disclosure Attached? Yes |
| | Certification # | 6. | CURRENT COST OR PRICING |
| | Service Disabled Veteran Owned Small Business (SDVOSB) | | Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference |
| | Certification # | | if actual submission of the data is impracticable, are accurate, |
| | Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the | 7. | complete, and current as of the date signed below. INDEPENDENT PRICING |
| 2 | County of San Diego): 100 % | | Offeror certifies that in relation to this offer. |
| 4. | DEBARMENT, SUSPENSION, AND RELATED MATTERS 4.1. Offeror certifies to the best of its knowledge that neither it nor | | 7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the |
| | any of its officers: 4.1.1. Are presently debarred, suspended, declared ineligible, | | purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with |
| | or voluntarily excluded from covered transactions by any state, local, or federal department or agency. | | any County employee(s) or consultant(s) involved in this or related procurements; |
| | 4.1.2. Have within a three (3) year period preceding this | | 7.2. Unless otherwise required by law, the prices that have been |
| | agreement been convicted of or had a civil judgment rendered against them for commission of fraud or | | quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior |
| | criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, | | to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to |
| | state, or local) transaction or contract under a public | | any competitor or with any County employee(s) or |
| | transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, | | consultant(s) involved in this or related procurements; and 7.3. No attempt has been made or will be made by the Offeror to |
| | forgery, bribery, falsification or destruction of records, | | induce any other person or firm to submit or not to submit an |
| | making false statements, or receiving stolen property; 4.2. Except as allowed for in Section 4.2.5, Offeror hereby | 8. | offer for the purpose of restricting competition. ADDITIONAL DISCLOSURES |
| | certifies to the best of its knowledge that neither it nor any of its officers: | | Offeror shall report in writing to the County Department of Purchasing |
| | 4.2.1 Are presently indicted for or otherwise criminally or | | and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the |
| | civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses | | preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and |
| | enumerated in paragraph 4.1.2 of this certification; 4.2.2 Have within a three (3) year period preceding this | | Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, |
| | agreement had one or more public transactions (federal, state or local) terminated for cause or default; | | or until termination or expiration of any resulting contract(s). |
| | CERTIF | ICAT | TION |
| The | e information furnished in Paragraphs 1 through 8 and in the accompa d this certification is made under penalty of perjury under the laws of th | nvin | offer is certified to be factual and correct as of the date submitted |
| | 14110=1=1 | | ture: |
| | | | 07/11/2021 |
| | mpany/Organization: LYNX TRANSPORTATION L | LC | |
| | RFB \$109MIT THIS FORM AS DIRECTED IN THE REQUEST 14 | | |

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name:

LYNX TRANSPORTATION LLC ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "EXHIBIT - CONFIDENTIAL/PROPRIETARY" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

- The above recitals are incorporated herein by this reference.
- Except as otherwise provided herein, the County will not release Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
- 3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY.
- 4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY.

| TO BE COMPLETED BY AN AUTHO | RIZED REPRESENTATIVE OF THE OFFEROR |
|------------------------------------|-------------------------------------|
| Offeror Company/Organization Name: | LYNX TRANSPORTATION LLC |
| Authorized Representative Name: | MUSTAFA SAHID |
| Authorized Representative Title: | coo |
| Signature: | Date: 07/11/2021 |

RFB 11018 15 of 65

DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at http://www.sdcounty.ca.gov/cob/policy/index.html#. The County DVB program recognizes the State of California DVBE certification, which may be found at http://www.dgs.ca.gov/PD and the federal SDVOSB certification, which may be found at https://www.va.gov/osdbu/verification/.

For this solicitation:

Bidder/Offeror (Offeror) must meet or exceed a 3% DVB Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVB Subcontractor Participation Summary and DVB Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. Only contractors that will perform a commercially useful function as defined by California Military and Veterans Code Section 999 or successor statute shall be used in the calculation of DVB Subcontractor Participation.

If the DVB Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVB Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVB Subcontractor Participation goal in the event that all or part of the DVB Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVB Subcontractor Participation Plan. Offeror's failure to provide adequate evidence of meeting or exceeding the 3% DVB Subcontractor Participation goal or adequate evidence of showing a good effort to do so, either in submitting these DVB forms or if the County makes a subsequent request for evidence, may be grounds for disqualification from Contract award.

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DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

| | All Offerors must complete this section | | | | |
|---------------------------------|---|--|--|--|--|
| Offeror: LYN | X TRANSPORTATION LLC | | | | |
| Offeror's Rep | resentative: MUSTAFA SAHID | | | | |
| | Exemptions (complete only if Offeror qualifies for one of the exemptions below) | | | | |
| Offeror is exe because Offer | mpt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a or is a: | | | | |
| | Government agency | | | | |
| | Nonprofit organization | | | | |
| | Small Business Enterprise (SBE), pursuant to Board Policy B-53 | | | | |
| | State of California small/micro business certification #: | | | | |
| | Veteran Owned Business (VOB), pursuant to Board Policy B-39a | | | | |
| | VOB status due to certification as a: | | | | |
| | DVBE - State of California certification #: | | | | |
| | VOSB - U.S. VA certification #: | | | | |
| | SDVOSB - U.S. VA certification #: | | | | |
| DVB Compl | ance (complete if Offeror claimed no exemption above) | | | | |
| | Offeror will self-perform 100% of the services. | | | | |
| | Complete and attach DVB Subcontractor Participation Plan | | | | |
| | Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded no 3% DVB Subcontractor Participation goal) | | | | |

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

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EXHIBIT C – PAYMENT SCHEDULE (Submit completed Payment Schedule with your bid)

*The Price per Trip shall be fully loaded rates and based on a 50 mile trip. For mileage over and above 50 miles per trip, contractor will be paid the current GSA mileage reimbursement rate, as adjusted annually (https://www.gsa.gov/mileage). The County reserves the right to add or delete sites during the contract period.

INITIAL TERM: OCTOBER 1, 2021 THROUGH JUNE 30, 2022

| Ī | Description: Courier Services | trip trips per | | Total Price per month | Total Contract Term |
|---|---|----------------|--------------|--------------------------|---------------------------|
| | | В | C | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 42.50 | 760 | \$ 32,300 | \$ 387,600 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 50 | 200 | \$ 10,000 | \$ 120,000 |
| 3 | Holiday Transport | \$ 50 | 13 | \$ 650 | \$ 7,800 |
| | | | Total for th | e Initial Term: | \$ 515,400 |

FIRST OPTION YEAR: JULY 1, 2022 THROUGH JUNE 30, 2023

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|---|-----------------|---------------------------------|--------------------------|---------------------------|
| | A | В | C | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 44.63 | 760 | \$ 33,919 | \$ 407,026 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 52.50 | 200 | \$ 10,500 | \$ 126,000 |
| 3 | Holiday Transport | \$ 52.50 | 13 | \$ 682.50 | \$ 8,190 |
| | | | Total for the fir | st option year: | \$ 541,216 |

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SECOND OPTION YEAR: JULY 1, 2023 THROUGH JUNE 30, 2024

| Description: Courier Services | Courier Services per trips per trips per month | | Total Price per month | Total Contract Term |
|---|---|--|---|---|
| | | | | |
| Weekday (M-F) Transport | \$ 46.85 | 760 | \$ 35,606 | \$ 427,272 |
| After hours (7pm - 6 am) and Weekend Transport | \$ 55.13 | 200 | \$ 11,026 | \$ 132,312 |
| Holiday Transport | \$ 55.13 | 13 | \$ 717 | \$ 8,604 |
| | A Weekday (M-F) Transport After hours (7pm – 6 am) and Weekend Transport | Courier Services Trip* A B Weekday (M-F) Transport \$46.85 After hours (7pm – 6 am) and Weekend Transport \$55.13 | Courier Services Trip* month A B C Weekday (M-F) Transport \$ 46.85 760 After hours (7pm - 6 am) and Weekend Transport \$ 55.13 200 | Courier Services Trip* month A B C D (B x C) (B x C) Weekday (M-F) Transport \$ 46.85 760 \$ 35,606 After hours (7pm - 6 am) and Weekend Transport \$ 55.13 200 \$ 11,026 |

THIRD OPTION YEAR: JULY 1, 2024 THROUGH JUNE 30, 2025

| | Description: Courier Services | per trips per | | Total Price per month | Total Contract Term |
|---|---|---------------|-----|--------------------------|---------------------------|
| | | В | C | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 49.20 | 760 | \$ 37,392 | \$ 448,704 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 57.89 | 200 | \$ 11,578 | \$ 138,936 |
| 3 | Holiday Transport | \$ 57.89 | 13 | \$ 752.50 | \$ 9,030 |

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FOURTH OPTION YEAR: JULY 1, 2025 THROUGH JUNE 30, 2026

| Description: Courier Services Price per trip Trip* Estin | | month | | Total Contract Term |
|--|--|---|--|---|
| A | В | С | D | E |
| | | | (B x C) | (D x 12) |
| Weekday (M-F) Transport | \$ 51.65 | 760 | \$ 39,254 | \$ 471,048 |
| After hours (7pm – 6 am) and Weekend Transport | \$60.78 | 200 | \$ 12,156 | \$ 145,872 |
| Holiday Transport | \$ 60.78 | 13 | \$ 790.15 | \$ 9,481 |
| - | Weekday (M-F) Fransport After hours (7pm – 6 am) and Weekend Transport | Weekday (M-F) Transport After hours (7pm – 6 am) and Weekend Transport \$60.78 | Weekday (M-F) Transport After hours (7pm – 6 am) and Weekend Transport \$ 51.65 760 \$ 60.78 200 | (B x C) Weekday (M-F) Transport After hours (7pm – 6 am) and Weekend Transport \$60.78 (B x C) \$39,254 |

| GRAND TOTAL 10/1/2021 - 6/30/2026 - BASIS FOR AWARD | \$2,847,875 |
|---|-------------|

Note: List of observed holidays:

- New Year's Day
 President's Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Thanksgiving Day
- 7. Christmas Day

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Cole-Parmer®

Transport critical samples with ease and less worry



- Improve sample protection—maintain specific temperature ranges for extended time periods
- Choose from durable transport bags or boxes to meet your needs
- Modular, color-coded cooling packs allow flexible configurations for samples
- Maintain sample integrity with optional plastic security seals sold separately

PolarSafe® Transport Bags

- Economical, lightweight insulated nylon bag for hand carrying samples
- Shoulder strap for easier handling
- Keep sample documents safe with integrated pocket
- Sizes: 5 L, 10 L, 16 L, and 30 L

PolarSafe Transport Boxes

- Extremely durable, polypropylene insulated walls for improved insulation
- Space-saving stackable design
- Move boxes easily by using integrated handles or shoulder strap
- Sizes available: 5 L, 10 L, and 20 L

ap

PolarSafe Modular Cooling Packs

- Maintain temperature ranges for extended periods of time
- Cooling end-caps, cooling frames, and cooling blocks are stackable and fit all internal bag/box volumes
- Available in +4°C and +22°C temperatures
- The 4°C packs maintain 2 to 8°C for 8 to 15 hours*
- The 22°C packs maintain 20 to 24°C for 8 to 15 hours*
- Color coded for convenience— 4°C packs are blue, 22°C packs are green

*Based on 25°C ambient temperature. Estimates can vary depending on how samples are packed. Additional temperature/time data available at ColeParmer.com



Cooling end-caps



Cooling



Cooling block

PolarSafe® Transport Kits

 Transport bags and boxes are conveniently bundled with recommended cooling packs, saving you money while protecting your samples



Ordering Information

Transport Bags

| Description | Catalog number |
|---------------|----------------|
| 5-L capacity | ML-03726-00 |
| 10-L capacity | ML-03726-01 |
| 16-L capacity | ML-03726-02 |
| 30-L capacity | ML-03726-03 |

Transport Boxes

| Description | Catalog number |
|---------------|----------------|
| 5-L capacity | ML-03726-04 |
| 10-L capacity | ML-03726-05 |
| 20-L capacity | ML-03726-06 |

Cooling Packs

| Description | Catalog number |
|----------------------------------|----------------|
| End-caps, 22°C, green. Pack of 2 | ML-03726-07 |
| Frames, 22°C, green. Pack of 2 | ML-03726-08 |
| End-caps, 4°C, blue. Pack of 2 | ML-03726-09 |
| Frames, 4°C, blue. Pack of 2 | ML-03726-12 |
| Block, 22°C, green, 1 L | ML-03726-13 |
| Block, 22°C, green, 1 L, slim | ML-03726-14 |
| Block, 22°C, green, 2 L | ML-03726-18 |
| Block, 4°C, blue, 1 L | ML-03726-15 |
| Block, 4°C, blue, 1 L, slim | ML-03726-16 |
| Block, 4°C, blue, 2 L | ML-03726-17 |

Security Seals

| Description | Catalog number |
|--|----------------|
| Plastic security sealing ties with blank label area. Case of 100 | ML-03726-19 |

Transport Bag Kits

| Description | Catalog number |
|--|----------------|
| 5-L bag with two 4°C end-caps and two 4°C frames | ML-03726-32 |
| 5-L bag with two 22°C end-caps and two 22°C frames | ML-03726-33 |
| 10-L bag with two 4°C end-caps and four 4°C frames | ML-03726-34 |
| 10-L bag with two 22°C end-caps and four 22°C frames | ML-03726-35 |
| 16-L bag with four 4°C blocks (1 L) | ML-03726-36 |
| 16-L bag with four 22°C blocks (1 L) | ML-03726-37 |
| 30-L bag with two 4°C blocks (1 L, slim) and four 4°C blocks (1 L) | ML-03726-38 |
| 30-L bag with two 22°C blocks (1 L, slim) and four 22°C blocks (1 L) | ML-03726-39 |

Transport Box Kits

| Description | Catalog number |
|--|----------------|
| 5-L box with two 4°C end-caps and two 4°C frames | ML-03726-40 |
| 5-L box with two 22°C end-caps and two 22°C frames | ML-03726-41 |
| 10-L box with two 4°C end-caps and four 4°C frames | ML-03726-42 |
| 10-L box with two 22°C end-caps and four 22°C frames | ML-03726-43 |
| 20-L box with two 4°C blocks (2 L) | ML-03726-44 |
| 20-L box with two 22°C blocks (2 L) | ML-03726-45 |

Note: These bags and boxes can be used as outer packaging according to P650 per UN3373 (category B).*

*WARNING – product is suitable as outer packaging only according to P650 per UN3373 (category B).

To comply with shipping regulations for dangerous goods and infectious substances, additional packaging materials will be needed and packages containing infectious substances must be labelled in compliance with the U.S. Department of Transportation's Hazardous Materials Regulations and the International Air Transport Association Dangerous Good's Regulations and other applicable laws and regulations. Failure to comply with these requirements may be violation of federal law.

The use of this product to transport dangerous goods or infectious substances should only be done by a certified dangerous goods specialist.

ColeParmer.com

USA: 1-800-323-4340 1-847-549-7600 Canada: 1-800-363-5900 China: +86-21-5109-9909 France: +33 (0) 1486 37800 Germany: +49 (0) 9377 92030 India: 1-800-266-1244 Italy: +39 (0) 1313 89513 UK: +44 (0) 1480-272279

All other countries: 1-847-549-7600

4709.1

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COUNTY OF SAN DIEGO RFP 11018

July 11, 2021

Subject: <u>Description of Process—Placing Requests for Transportation of Specimens and/or</u>
Pharmaceuticals

To Whom It May Concern:

If we are awarded this contract, the county may communicate with Lynx Transportation LLC via Google's encrypted Gmail for Business email suite.

Additionally, we will have a live dispatch available on-call 24 hours a day/7 day a week/365 days a year.

Sincerely,

Mustafa Sahid

Chief Operating Officer

Lynx Transportation, LLC.

Next Bid



JOHN M. PELLEGRINO

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER ASSISTANT DIRECTOR

June 25, 2021

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11018 HEALTH AND HUMAN SERVICES AGENCY COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

The County of San Diego is seeking bids from firms interested in providing Courier Services for Transportation of Biological Specimens and Pharmaceuticals ("Offerors").

The Basis of Award will be the total bid price. Offeror must respond to all bid items to be considered for award.

The resulting contract will be for initial (base) period of one-year with four (4) one-year options.

The Contracting Officer for this solicitation is Holly Lam, Procurement Contracting Officer, Holly.Lam@sdcounty.ca.gov

This RFB package includes:

This Cover Letter to the RFB

RFB Instructions and Rules

Submittal Items

Bid Cover Page (PC 600 Form)

Representations and Certifications Form

Byrd Anti-Lobbying Certification Form

Nondisclosure Indemnification Agreement

DVB Requirements and Forms

Agreement, which includes the following:

Exhibit A - Statement of Work

Exhibit B - Insurance Requirements

Exhibit C - Payment Schedule

SCHEDULE

Below is the County's timeline for this RFB, and is subject to change at any time. The County will issue an addendum for changes to the Pre-Bid Conference date, Questions due date, or Bid due date. The actual timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

| Event Description | Date and Time (San Diego Time) |
|--------------------|--------------------------------------|
| Pre-Bid Conference | July 1, 2021 from 2 p.m. – 3:00 p.m. |
| Questions due | July 8, 2021 prior to 5:00 p.m. |
| Bids due | July 27, 2021 prior to 11:00 a.m. |

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COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

PRE-BID CONFERENCE

A virtual pre-proposal conference will be held on the Date and Time listed in Schedule via Microsoft Teams. If interested in attending, email Holly.Lam@sdcounty.ca.gov for the pre-bid conference link. Include in email request the completed RFB 11018 Pre-Bid Attendance Form separately attached on BuyNet. All requests for the pre-bid link must be received by June 30, 2021 prior to 5:00 PM. The pre-bid conference link may be shared with others so long as their information is included in the submitted RFB 11018 Pre-Bid Attendance Form. The County will provide an overview of the RFB process and may provide a program/technical overview and other information.

BID OPENING

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. The County will conduct a public bid opening using the WebEx platform instead of in-person attendance.

Virtual bid opening link:

https://sdcountyca.webex.com/sdcountyca/j.php?MTID=m40ab756a8c450531c56ea7de20e5c891

- Password (if requested): cosd bidopening
- You may also join by phone by calling 1-470-238-5742 (US Toll), access code 177 120 2660

A bid abstract and the bids received will be posted on BuyNet after the bid opening.

BID SUBMITTAL

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. Unless otherwise modified by the County's COVID-19 Updates for County Contracts and Contractors, found at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html, the following procedures shall apply to this RFB:

- This RFB is posted to the BuyNet site with a solicitation type of RFP, to allow the submission of electronic bids through BuyNet.
- Offeror must submit a complete original bid in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting through electronic upload to BuyNet by the Date and Time listed in Schedule.
- If Offeror is unable to submit via BuyNet for any reason, Offeror may submit via electronic files on CD/DVD or a printed bid at the Purchasing and Contracting front desk. Please use this method only if unable to submit through BuyNet. Bids will be accepted at the front desk by mail, courier service, or contractor's representative. When submitting via BuyNet, allow extra time to submit by an alternate method in the event of technical difficulties.
- When submitting electronic files, Offeror may optionally submit in original format (e.g. Microsoft Word) with clear pictures (.jpg, .jpeg, .gif, or ".png") of signature pages containing original signatures. Electronic or digital signatures will not be accepted. Please use this method only if unable to submit in PDF form.

The County's decision about the timeliness or responsiveness of any submitted document shall be final, and the County has the discretion to waive or not waive any defect or nonconformance.

Additional COVID-19 procurement information is available at: https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19 Updates.html

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QUESTIONS

Questions regarding this RFB shall be submitted in writing to the Contracting Officer by the Date and Time listed in Schedule, in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Oral explanations or responses to Questions will not be binding upon the County.

Concerns or comments regarding this solicitation should be directed to the Contracting Officer.

BACKGROUND

Contractor shall provide as-needed courier services to transport laboratory biological specimens and prescription medications to various sites throughout the County of San Diego (County).

County's Public Health Service Laboratory performs tests on samples that are obtained from various sites throughout the County. County sites may require pick up and transportation of biological specimens to and from various sites throughout the County.

Health and Human Services Agency's (HHSA) Behavioral Health Services Pharmacy and Edgemoor Pharmacy provide prescription medication services to patients within the care of the County. HHSA Pharmacy may require pick up of prescription medications from their site with delivery to various locations as designated by the County. Edgemoor Pharmacy may require pick up of prescription medications from local pharmacies with delivery to the Edgemoor Hospital.

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COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

RFB INSTRUCTIONS AND RULES

1. RFB PROCESS

- 1.1. RFBs shall normally be made available on the County of San Diego's BuyNet Website at https://buynet.sdcounty.ca.gov/. If you are unable to download this document, you may request a hard copy from Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.
- 1.2. The County reserves the right to host pre-bid conference(s). If scheduled, the date, time, and location for the pre-bid conference(s) will be as set forth in this RFB or as otherwise provided on BuyNet.
- 1.3. Offerors should submit all Questions by due date and time specified in the cover letter to this RFB. Questions received after the due date may or may not be addressed.
- 1.4. Bids received timely will be opened publicly following the due date and time.
 - 1.4.1. Bids received and the abstract of responses will be posted to BuyNet after the bid opening.
- 1.5. The posted bid opening abstract of responses serves as Notice of Intent to Award ("NOI") to the apparent low bidder(s).
- 1.6. The County will evaluate bids received for conformance to the requirements of this RFB through a pre-award survey process. As a result of the pre-award survey, County may determine that a bid is non-responsive to the County's bid requirements or was submitted by a non-responsible bidder, as described in Section 3 below.
- 1.7. In the event the County finds an apparent low bid to be non-responsive or to have been submitted by a non-responsible bidder pursuant to Section 3 below, the County will post a revised NOI. The County may rescind or modify the NOI at any time.
- 1.8. If a contract is awarded, the County will award to the lowest responsive, responsible bidder(s) as determined by the County's evaluation ("Successful Bidder"). Bids are subject to acceptance at any time within 120 days after bid opening. This period may be extended by mutual agreement of County and Offeror.
- 1.9. Offeror's submittal of this bid constitutes an offer that, upon County's acceptance (which may be of some or all of the bid items or lots in accordance with the Basis of Award) forms a binding contract that incorporates the Agreement, among all other terms of this RFB. Without limiting the foregoing, Offeror agrees to execute and deliver a revised contract document reflecting the final contract award and such additional documents and instruments as may be reasonably required in order to carry out the purposes of this RFB and the intentions of the parties.
- 1.10. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.
- 1.11. The County may, at any time, restart evaluations or correct any deficiencies in the procurement process or evaluation.
- 1.12. The timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

2. INSTRUCTIONS FOR SUBMITTING A BID

- 2.1. It is the Offeror's responsibility to submit a bid based on the most current RFB, addenda thereto, responses to Questions, any diligence material made available by the County, and any other information posted on BuyNet. Offerors must consistently check BuyNet for information and are responsible to comply with anything posted on BuyNet relating to this RFB. The County has no obligation to contact Offerors directly with any such RFB related information.
- 2.2. Offerors shall submit one original bid prior to the date and time specified and through the means specified in the cover letter to this RFB.
 - 2.2.1. For bids submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for purposes of determining timely submittal.
 - 2.2.2. For bids submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered official time for purposes of determining timely submittal.
 - 2.2.3. In the event of multiple submittals of an original bid by an Offeror, the County will only consider the most recent submittal submitted by the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original bid and withdraw or replace any previous submittals in the event they choose to

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COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

update their bid. Bids may be found non-conforming if the County is unable to determine which is the most recent, timely submittal.

- 2.3. Bids must be submitted using the County forms provided in this RFB, accepting the County's statement of work, terms and conditions, and other requirements without condition. Bids containing modifications, conflicting information, or competing terms may be found non-responsive. Bidders are advised to submit only the requested information.
 - 2.3.1. All bids shall be signed by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will not be accepted.
- 2.4. The bid must be submitted in compliance with the following format, unless otherwise specified in this RFB:
 - 2.4.1. Submit electronic bids as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original signature. Other pages may be scanned or converted to .pdf from other file formats. Converted and searchable formats are preferred.
 - 2.4.2. All information submitted with your bid shall be formatted to print on 8-1/2" x 11" page size with no less than ½" margins and eleven (11) point font.
 - 2.4.3. All information submitted with your bid shall be formatted as black ink on white background/paper with no shading, or otherwise suitable for black and white reproduction.
 - 2.4.4. If submitting your bid at the Purchasing and Contracting front desk, it must be submitted in a sealed envelope with "RFB" and the RFB number prominently marked on the outside of the envelope.
- 2.5. Your bid must be organized in accordance with this RFB. The bid shall conform to the following organization:
 - 2.5.1. A completed and signed PC 600 Form shall be submitted as the cover of Offeror's bid.
 - 2.5.2. Completed and signed Representations and Certifications form.
 - 2.5.3. Completed and signed Byrd Anti-Lobbying Certification Form
 - 2.5.4. Completed Exhibit C Payment Schedule.
 - 2.5.5. Completed and signed Nondisclosure Indemnification Agreement (if applicable).
 - 2.5.6. Completed and signed DVB forms.
 - 2.5.7. Required supplemental information per the Submittal Items.
 - 2.5.8. Flyer/brochure depicting specimen/pharmaceutical transportation container(s) able to maintain cold-chain temperature between 2°C (36°F) and 8°C (46°F) to be used for this contract
 - 2.5.9. Description of how County will place a request for transportation of biological specimens and/or pharmaceuticals (.e.g., web portal, text message, phone call, etc.)
 - 2.5.10. Confidential/Proprietary exhibit (if applicable).
- 2.6. Confidential/Proprietary Information
 - 2.6.1. No confidential/proprietary information, including PI (Personal Information), PII (Personally Identifiable Information) or PHI (Protected Health Information), is to be included in the supplemental information. Responses that include the confidential/proprietary information shall refer to the response contained within the Confidential/Proprietary exhibit (for example: If Submittal Item #1 requires staff Social Security Numbers, the response to Submittal Item #1 shall reflect "see response #1 contained within Confidential/Proprietary exhibit).
 - 2.6.2. Submit a separate Confidential/Proprietary exhibit (if applicable). The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. The County of San Diego intends to publish bids received and resulting contracts, to its public web site. If confidential/proprietary information is contained within the submission:
 - 2.6.2.1. It must be submitted in a separate clearly labeled exhibit with all pages marked as "CONFIDENTIAL/PROPRIETARY EXHIBIT".
 - 2.6.2.2. Offeror must provide a signed Nondisclosure Indemnification Agreement.
 - 2.6.2.3. It shall only contain supplemental information. In accordance with the California Public Records Act, the County will not treat pricing or any bid forms as confidential.

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COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

2.7. Bid Pricing

- 2.7.1. Submit bid pricing on the included Exhibit C Payment Schedule. Bid using only the units of measure stated in the Payment Schedule and price each bid item clearly and separately (do not aggregate bid items nor provide more than one price or a range of prices per item).
 - 2.7.1.1. Pricing shall not exceed two (2) digits to the right of decimal point (hundredths). If unit pricing exceeds two (2) digits to the right of the decimal point, any digit(s) beyond two (2) will be dropped and will not recognized by the County for the purposes of bid evaluation, contract award, or invoicing. The County will only use the first two digits after the decimal points without rounding up or down. If the County calculates a "new" unit price, said unit price will be in favor of the County and may be below the Contractor's original bid price. The "new" unit price shall prevail over Contractor's original bid price and shall be used in evaluation of bids, award, and invoicing.
- 2.7.2. All prices and notations must be clearly legible and in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person signing the bid.
- 2.7.3. Submitted bid prices must be balanced (reflecting the true relative costs of the bid items), and not shift costs from one portion of the work to another portion of the work so as to place doubt on whether the bid will result in the lowest overall cost to the County or be tantamount to allowing an advance payment.
- 2.7.4. Unless otherwise specified, all prices shall be F.O.B. destination.
- 2.7.5. Prices shall include all freight and/or delivery charges, unless freight or delivery charges are separately itemized or otherwise allowed for in the Payment Schedule.
- 2.7.6. Unless otherwise specified, prices bid herein should NOT include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must NOT be included in invoices.
- 2.7.7. Do not include prompt payment discounts into your bid prices. Prompt payment discounts will not be considered in evaluation of bids to determine low bidder.
- 2.7.8. Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in the Agreement. Bidder accepts the risk of any changes to bidder's costs during the term of the Agreement.
- 2.7.9. Estimated quantities may be included in the Payment Schedule, and are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption or other estimates. If the County's actual requirements do not result in orders in the quantities described as estimated in the Payment Schedule, that fact shall not entitle the successful bidder(s) to price adjustment or other relief.
- 2.7.10. The County of San Diego intends to expend federal funds for contract(s) resulting from this solicitation. 2 C.F.R. §200.323 requires that pricing and profit margin be negotiated prior to award if only one responsive bid is received from a responsible bidder. Failure to provide sufficient cost and pricing information for such negotiations may be cause for the County to find Offeror's bid non-responsive.
- 2.8. RESERVED.
- 2.9. RESERVED.
- 2.10. All bids become the property of the County. An Offeror may request the return of its bid upon withdrawal as specified in Paragraph 6, which return County may grant or deny in its sole discretion.
- 2.11. County has the right to withhold all information regarding this procurement (other than information disclosed through public bid opening) until after contract award, including, but not limited to, the County pre-award survey and results. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 2.12. RESERVED.

3. EVALUATION AND SELECTION

- 3.1. Award will be made to the lowest priced responsive bid(s) from a responsible bidder(s). The determination of lowest price shall include the application of the local preference, when applicable.
 - 3.1.1. Award may be based on total bid amount, distinct lots, or individual items ("Basis of Award").

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COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

- 3.1.2. When determining lowest price for award, the County will not consider prompt payment discounts.
- 3.1.3. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless the conflict is a result of a Mistake in Bid. In that event, the bid will be rejected as non-responsive.
- 3.1.4. In the event of a tie bid between responsible bidders, award will be by random selection through a process determined by County and observable by the bidders involved in the tie.
- 3.2. The County reserves the right to perform a pre-award survey to determine whether a bidder is responsible (possessing the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract) and whether a bid is responsive (conforming with material bid requirements).
 - 3.2.1. As part of the pre-award survey, The County reserves the right to request clarification of and/or additional information ("Clarification") from Offerors.
 - 3.2.2. The Contracting Officer will determine the appropriate means of Clarification. The County is not obligated to seek Clarification, so Offerors are advised to submit complete and accurate information in the bid.
 - 3.2.3. The request for Clarification is not an opportunity for a bidder to modify their bid, but only to provide additional information requested by the County to support the pre-award survey.
 - 3.2.4. The County may request that samples be provided as part of the bid process, including with the bid submission, when evaluating proposed equal items, or during the pre-award survey. Samples must be furnished free of expense to the County, prominently marked with the RFB number, and delivered to the location specified by the County. Upon request and where feasible, samples will be returned to bidder at bidder's expense and risk when County review is complete.
 - 3.2.5. Failure to timely provide requested information or samples may result in a finding of non-responsiveness or non-responsibility based on the information available to the County.
 - 3.2.6. The County may consider information known to the County in addition to the information provided in response to the RFB.
 - 3.2.7. The County has the discretion to treat each lot or line item separately for purposes of evaluation, in accordance with the Basis of Award.
 - 3.2.8. The County has the discretion, but not the obligation, to waive any minor irregularities or deviations from the requirements of the RFB. The County reserves the right to waive a variation in specification if County determines such variation does not materially change performance.
 - 3.2.9. The County's determination of responsibility or responsiveness shall be conclusive.
- 3.3. The County of San Diego intends to expend federal funds for contract(s) resulting from this solicitation; therefore, in accordance with 2 CFR §200.319(b), a local preference will not be applied when evaluating offers and determining contract award.

4. DETERMINATION OF ECONOMY AND EFFICIENCY

Pursuant to County Charter Sections 703.10 and 916, award of a contract resulting from this RFB may be subject to the County's requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.

5. COUNTY COMMITMENT

- 5.1. This RFB does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the bid, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.2. The County reserves the right to accept or reject any or all bids received as a result of this RFB or to separately procure the same or similar goods or services.
- 5.3. The County reserves the right to terminate this RFB in part or in its entirety at any time prior to contract execution.
- 5.4. No prior, current, or post award communication with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFB except as explicitly provided for in this RFB.

6. LATE, MODIFIED, OR WITHDRAWN BID

6.1. A bid that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt will not be considered unless: it is received before award is made; the County determines that it is in its best interest to accept the bid; and

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COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

- 6.1.1. It was sent by mail or personal delivery, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt by the County; or
- 6.1.2. No responsive bid was submitted.
- 6.2. Bids may not be modified after the due date and time. Bids may not be withdrawn after the due date and time except in the event of a Mistake in Bid, provided that the Offeror notifies the County of the Mistake in Bid, specifying in detail the mistake and how the mistake occurred, within five (5) business days.
- 6.3. A mistake in bid ("Mistake in Bid") is defined as a mistake that (1) made the bid materially different than the bidder intended it to be, and (2) was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the requirements.

7. DILIGENCE

- 7.1. County, its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, the diligence material may include certain statements, estimates, and projections provided by or with respect to the County. Such statements, estimates, and projections reflect various assumptions made by the County, which may or may not prove to be correct. No representations are made by the County as to the accuracy of such statements, estimates, projections, or assumptions.
- 7.2. Offerors are expected to perform reasonable due diligence with regard to the work required. The Selected Bidder(s) shall not be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence. Such due diligence shall include but not be limited to, information that can be obtained during a site visit, if applicable (including verification of measurements, conditions, and other attributes of the site), or independently to the extent that information about the work required or the site is otherwise available for inspection or review.

8. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

- 8.1. Offerors' Inquiries and County Responses All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFB or the Offeror's bid, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Any improper contact may, at County's sole discretion, cause the Offeror to be removed from consideration for contract award.
- 8.2. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFB or related documents, Offeror shall have a duty to at once notify the County. Such notifications, or other requests for explanation regarding the RFB or related documents, shall be directed to the Contracting Officer in writing as a question ("Question"). Offeror is responsible for ensuring that Questions are received by the County. The County may choose not to respond to Questions received after the date stated in the Cover Letter. Offerors should not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFB

9. PROTEST PROCEDURE

County Board of Supervisors Policy A-97 sets forth the procedures for filing and resolution of protests related to this RFB. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at http://www.SanDiegoCounty.gov/ under the Clerk of the Board's page.

All protests must be filed in accordance with Board Policy A-97, which requires among other things that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

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COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

10. RESERVED

11. OFFEROR COMMUNICATIONS

- 11.1. If Offeror issues any public announcement or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFB process or attempts to restrain competition, Offeror may be removed from consideration for award.
- 11.2. Audio and/or video recording of pre-bid conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFB are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. CLAIMS AGAINST THE COUNTY

Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFB or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

13. SOLICITING EMPLOYEES

Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

14. PROHIBITED CONTRACTS

- 14.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
 - (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body:
 - (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
 - (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
 - (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.
- 14.2. Offeror certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above.

15. CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662

In compliance with California Revenue and Taxation code section 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed FTB Form 590, there may be a backup withholding on all payments. 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).

Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response is still valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance. Franchise Tax Board Websites:

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https://www.ftb.ca.gov

https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619

https://www.ftb.ca.gov/forms/search/

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code Section 18662" must appear on fax cover sheet and/or the outside of the mailing envelope.

16. W-9 FORM

If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

(Remainder of this page left blank)

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SUBMITTAL ITEMS

Offeror shall provide the requested supplemental information in response to the following Submittal Items in support of the County's pre-award survey evaluation of responsiveness and responsibility. The failure to respond to all of the following Submittal Items may be grounds for the County to find the bid non-responsive.

Do not include any information in your response to these Submittal Items that modifies or conflicts with the requirements of this bid, including the Statement of Work and Agreement.

If confidential/proprietary information is required to respond to these Submittal Items, include it in a separate CONFIDENTIAL/PROPRIETARY exhibit in accordance with section 2.6 of the RFB Instructions and Rules.

Submittal Items

- 1. Flyer/brochure depicting specimen/pharmaceutical transportation container(s) able to maintain cold-chain. temperature between 2°C (36°F) and 8°C (46°F) to be used for this contract.
- 2. Description of how County will place a request for transportation of biological specimens and/or pharmaceuticals (e.g., web portal, text message, phone call, etc.)

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BID COVER PAGE (PC-600)

| SUBMITTAL INFORMATION | | | | | |
|---|--|--|--|--|--|
| Submit this Completed Fo | rm as the Cover Page of Your Bid | | | | |
| DES | SCRIPTION | | | | |
| Request for Bids (RFB) 11018 COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICAL | | | | | |
| OFFEROR INFORMATION (| TO BE COMPLETED BY OFFEROR) | | | | |
| Please Ty | pe or Print Clearly | | | | |
| BUSINESS INFORMATION | REPRESENTATIVE AUTHORIZED TO SIGN OFFER | | | | |
| Triple L. Trucking | Shelton R. Lynch | | | | |
| Company/Organization Name | Authorized Representative Name | | | | |
| 2907 Lake Breeze CT Spring Valley, 9197 | 77 Shelton R Lynch | | | | |
| | Authorized Representative Title | | | | |
| Address | Owner | | | | |
| (619-) 993-0646 | Authorized Representative Email Address | | | | |
| Telephone Number | () sheltonlynch@yahoo.com | | | | |
| | Authorized Representative Telephone Number | | | | |
| N/A | | | | | |
| Website Address | | | | | |
| (619)466-7232 | 619- 993-0646 | | | | |
| Fax Number (optional) | Authorized Representative Mailing Address | | | | |
| AUTHORIZED POINT OF CONTACT (POC) (if different from | | | | | |
| Authorized Representative. | to the POC. If no POC is provided, such communications will be sent to the | | | | |
| Authorized Representative. | | | | | |
| | | | | | |
| POC Name POC Email Address | | | | | |
| | | | | | |
| POC Title | POC Telephone Number | | | | |
| | | | | | |
| POCM TI A 11 | | | | | |
| POC Mailing Address | SEMENT OF ADDENDA | | | | |
| | 0.7.0 | | | | |
| Bidder Acknowledges Addendum N | | | | | |
| | GNATURE | | | | |
| behalf of the Offeror listed above; that all of the RFB instruct information provided by the County, including but not limited | of California, that I am authorized to execute and submit this bid on ions and rules, exhibits, addenda, explanations, and any other d to, the diligence material, has been reviewed, understood and correct, and in compliance with the terms of the RFB; and Offeror expression and included in the RFB. | | | | |
| - | - | | | | |
| Shelton R. Lynch | 7/10/21 | | | | |
| Authorized Representative Signature | Date | | | | |
| | ANCE OF SUCCESSFUL BID n for County use only) | | | | |
| ACCEPTANCE AS TO ITEM(S) NUMBERED: | COUNTY OF SAN DIEGO: | | | | |
| | By: | | | | |
| | JOHN M. PELLEGRINO, Director DATE | | | | |
| TOTAL AMOUNT: AWARD NO.: | NAME & TITLE OF CONTRACTING OFFICER | | | | |

PC 600 Form (PC-600b) Rev. 3-26-2021

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County of San Diego

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Ref: 44 C.F.R. APPENDIX A to PART 18 - Certification Regarding Lobbying

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

- 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.
- 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.

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.

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.

| Shelton R. Lynch Name of Contractor/Offeror | | | |
|--|---|--|--|
| Shelton R. Lynch | Owner | | |
| Printed Name of Contractor's Authorized Official | Title of Contractor's Authorized Official | | |
| Shelton & Lynch | 7/10/21 | | |
| Signature of Contractor's Authorized Official | Date of Signature | | |

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COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11018) HEALTH AND HUMAN SERVICES AGENCY

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

| | | attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust | | of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and |
|----|-----------------|--|----|--|
| | | 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 | | Offeror and will not knowingly be disclosed by the Offeror 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 Offeror or to any competitor or with any County employee(s) or |
| | 4 | any state, local, or federal department or agency. 1.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment | | related procurements;7.2. Unless otherwise required by law, the prices that have beer quoted in this offer have not been knowingly disclosed by the |
| | | i.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by | | such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or |
| 4. | 4.1. 0 | ARMENT, SUSPENSION, AND RELATED MATTERS Offeror certifies to the best of its knowledge that neither it nor any of its officers: | | 7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to |
| | | or fulfilled locally (within the geographic boundaries of the County of San Diego): 100% % | 7. | INDEPENDENT PRICING Offeror certifies that in relation to this offer: |
| | 3.4. | (SDVOSB) Certification # No Estimated percentage of work in this offer to be performed | | data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below. |
| | | Service Disabled Veteran Owned Small Business | 6. | CURRENT COST OR PRICING Offeror certifies to the best of its knowledge that cost and/or pricing |
| | 3.3. | Are you certified by the U.S. Dept Of Veterans' Affairs as: Veteran Owned Small Business (VOSB) | | (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications). Disclosure Attached? Yes |
| | | Certification #: NO Small Business Enterprise (SBE) Certification #: No | | subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project |
| | 3.2. | Are you certified by the State of California as a: Disabled Veteran Business Enterprise(DVBE) Certification #: | J. | Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed |
| | | Are you a local business with a physical address within the County of San Diego? X Yes No | 5. | an Offeror based upon information disclosed. Disclosure Attached? Yes □ RELATED WORK |
| | Offero | or represents as a part of this offer the following information ding the ownership, operation, and control of its business: | | information that prevent it from making the requested certification(s). The County reserves the right to disqualify |
| 3. | List A | Attached? Yes NESS REPRESENTATION | | relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant |
| | Board such a | led separate steet, and additionation must be sought from a for Supervisors. If Offeror is a non-profit and does not submit a list, Offeror certifies it has not entered into a subcontract onship with a related for-profit entity. | | 4.2.5 If Offeror is unable to certify sections 4.2.1, 4.2.2, 4.2.3, 6.4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specifications. |
| | relatio | where an interlocking directorate, management or ownership onship exists, Offeror must list all such entity(ies) on an ned separate sheet, and authorization must be sought from | | 4.2.4 Are proposed for debarment by any state, local, or feder department or agency. 4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, |
| | a non | cordance with Board of Supervisors Policy A-79, if Offeror is n-profit and will be subcontracting with a related for-profit | | agency or law enforcement, licensing, certification, ethics or compliance body; |
| 2. | INTER | or-profit Non-profit Government RLOCKING DIRECTORATE | | 4.2.3 Are presently the target or subject of any investigation accusation or charges by any federal, state or loc |

Triple L. Trucking

Company/Organization:

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

| This indemnification agreement is made and entered into l | by and between the County of San Diego |
|---|--|
| ("County") and Offeror Company/Organization Name: | Triple L. Trucking |
| ("Offeror") with reference to the following facts: | • |

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "EXHIBIT – CONFIDENTIAL/PROPRIETARY" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

- 1. The above recitals are incorporated herein by this reference.
- 2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
- 3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
- 4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

| TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR | | | | | |
|--|-----------------|--|--|--|--|
| Offeror Company/Organization Name: Triple L. Trucking | | | | | |
| Authorized Representative Name: | Shelton R Lynch | | | | |
| Authorized Representative Title: | Owner | | | | |
| Signature: Shelton P Lynn | Date: 7/10/21 | | | | |
| | | | | | |

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DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at http://www.sdcounty.ca.gov/cob/policy/index.html#. The County DVB program recognizes the State of California DVBE certification, which may be found at https://www.va.gov/osdbu/verification/.

For this solicitation:

Bidder/Offeror (Offeror) must meet or exceed a 3% DVB Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVB Subcontractor Participation Summary and DVB Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. Only contractors that will perform a commercially useful function as defined by California Military and Veterans Code Section 999 or successor statute shall be used in the calculation of DVB Subcontractor Participation.

If the DVB Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVB Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVB Subcontractor Participation goal in the event that all or part of the DVB Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVB Subcontractor Participation Plan. Offeror's failure to provide adequate evidence of meeting or exceeding the 3% DVB Subcontractor Participation goal or adequate evidence of showing a good effort to do so, either in submitting these DVB forms or if the County makes a subsequent request for evidence, may be grounds for disqualification from Contract award.

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DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

| All Offerors must complete this section | | | | | |
|--|---|--|--|--|--|
| Offeror: Triple L. Trucking | | | | | |
| Offeror's Rep | | | | | |
| 1 | Shelton R Lynch | | | | |
| | • | | | | |
| | Exemptions (complete only if Offeror qualifies for one of the exemptions below) | | | | |
| Offeror is exempt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a: | | | | | |
| | Government agency | | | | |
| | Nonprofit organization | | | | |
| | Small Business Enterprise (SBE), pursuant to Board Policy B-53 | | | | |
| | State of California small/micro business certification #: | | | | |
| | ☐ Veteran Owned Business (VOB), pursuant to Board Policy B-39a | | | | |
| | VOB status due to certification as a: | | | | |
| | DVBE - State of California certification #: | | | | |
| | VOSB - U.S. VA certification #: | | | | |
| | SDVOSB - U.S. VA certification #: | | | | |
| DVB Complia | ance (complete if Offeror claimed no exemption above) | | | | |
| ✓ Offeror will self-perform 100% of the services. | | | | | |
| | omplete and attach DVB Subcontractor Participation Plan | | | | |
| Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVB Subcontractor Participation goal) | | | | | |

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

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DVB SUBCONTRACTOR PARTICIPATION PLAN

Offeror Representative:

Offeror:

| Project | Title: | | | |
|-------------|---|--|------------------------------------|--------------------------------------|
| ITEM NO. | DESCRIPTION OF WORK, SERVICE OR MATERIAL | NAME, ADDRESS, TELEPHONE NUMBER, CE AND CERTIFICATION NUMBER OF DVB T | | DOLLAR AMOUNT TO BE PAID THIS DVB |
| | | Name: | | |
| | | Address: | | |
| | | Telephone #: | | |
| | | Certification: Certification #: | | |
| | | Name: | | |
| | | Address: | | |
| | | Telephone #: | | |
| | | Certification: Certification #: | | |
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| | | Name: | | |
| | | Address: | | |
| | | Telephone #: | | |
| | | Certification: Certification #: | | |
| | | TOTAL AMOUNT TO | CERTIFIED DVB \$ | S |
| | Use ad | ditional sheets if necessary. Compute utilization on last she | eet. | |
| | Sheet _ | of (complete if submitting more than one she | eet) | |
| COMPU | TATION OF UTILIZATION AND COMPAR | ISON WITH THE SUBCONTRACTOR PARTICIPATIO | N GOAL | |
| | Total Amount to Certified DVB Total Bid/Proposal | _ x 100 = Percent of Utilization | G | Goal = 3% |
| | | x 100 =% | Submit Docume Effort if goal is | entation of Good Faith not met. |
| | тыс ғарм сил | L. RE SURMITTED WITH RID ON TE | | |

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DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBs that the Offeror <u>solicited</u> for participation in this contract along with dates. Use additional sheets if necessary.

| | Certified DVB Firm | Certificate (DVBE/SDVOSB) | Date of Contact (Mail, Fax, Telephone, etc.) | Responded (Yes/No) |
|-----|--------------------|---------------------------|--|-----------------------|
| 1. | | | | |
| 2. | | | | |
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| 14. | | | | |
| 15. | | | | |

| Sheet of | f (com | olete if s | submitting | more that | an one she | et) |
|----------|--------|------------|------------|-----------|------------|-----|
| | | | | | | |

B. <u>DVB Solicitations</u>

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVB firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

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DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBs that <u>submitted</u> bids/proposals, (2) The qualifying certification (DVBE or SDVOSB), (3) Nature of work/supplies/services offered that are not accepted, (4) Dollar amounts of the DVBs bids/proposals not accepted, (5) Subcontractors and/or suppliers that will be used instead of the DVBs, (6) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (7) The reason for the bidder/offeror not accepting the DVB's bid/proposal. Use additional sheets if necessary.

| Name of DVB (1) | Certification (DVBE/SDVOSB) (2) | Nature of Work (3) | DVB Bids/Offer(\$) (4) | Subcontractor/ Supplier to be used (5) | Bid/Proposal Amount Accepted (6) | Reason Not Accepted (7) |
|-----------------|---------------------------------------|--------------------------|------------------------------|--|--|-------------------------|
| | (2) | (3) | (4) | (3) | (0) | (1) |
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Sheet of (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

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AGREEMENT

RFB 11018

COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS AGREEMENT

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

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AGREEMENT

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor ("Contractor"), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award a contract for Courier Services for Transportation Of Biological Specimens And Pharmaceuticals.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 RFB 11018 including all addenda and attachments (incorporated herein by reference), Exhibit A-2 DVB Participation Forms, Exhibit B Insurance Requirements, and Exhibit C, Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, A-2, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; fifth (5th) Exhibit A-1; sixth (6) A-2.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 PERFORMANCE OF WORK

- 1.1 <u>Standard of Performance</u>. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees

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subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

- 1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement.
- 1.4.2 Mandated Clause: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and ensure compliance with the Standard Terms and Conditions required of Contractor in Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 Contractor shall provide Contracting Officer Representative with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR").
- 1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

ARTICLE 2 SCOPE OF WORK

- 2.1 <u>Statement of Work</u>. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 <u>Right to Acquire Equipment and Services</u>. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

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- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3 DISENTANGLEMENT

3.1 General Obligations.

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process.

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations.

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The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations.

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Reserved..

3.3.4 Return, Transfer and Removal of Assets.

- 3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.
- 3.3.4.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Transfer of Leases, Licenses, and Agreements.

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.6 <u>Delivery of Documentation</u>.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

- 3.4 <u>Findings Confidential</u>. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that 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.
- 3.5 <u>Publication, Reproduction or Use of Materials</u>. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4 COMPENSATION

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The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing (Rev. 2/10/21)

- 4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all federal, State, and other funding source requirements. *requirementsJ* Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.
- 4.1.2 <u>Invoices</u>. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and in compliance with all Agreement terms.
- 4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, a progress report documenting the status and accomplishments of Contractor during the billing period pursuant to Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.4 <u>Full Compensation</u>. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.5 Prompt Payment for Vendors and Subcontractors
 - 4.1.5.1 Prompt payment for vendors and subcontractors.
 - 4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
 - 4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
 - 4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:
 - 4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
 - 4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this

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Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

- 4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.1.6 <u>Conditions Prerequisite to Payments</u>. County may elect not to make a particular payment if any of the following exists:
 - 4.1.6.1 <u>Misrepresentation</u>. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
 - 4.1.6.2 <u>Unauthorized Actions by Contractor</u>. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
 - 4.1.6.3 <u>Default</u>. Contractor was in default under any terms and conditions of this Agreement.
- 4.1.7 <u>Withholding of Payment</u>. County may withhold payment until reports, data, audits, or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's determination, Contractor is in non-compliance with this Agreement.
- 4.1.8 <u>Availability of Funding</u>. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.1.9 <u>Disallowance</u>. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.1.10 <u>Maximum Price</u>. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

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ARTICLE 5 AGREEMENT ADMINISTRATION

- 5.1 <u>County's Agreement Administrator</u>. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
 - 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement 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 this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
 - 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6 CHANGES

- 6.1 <u>Contracting Officer</u>. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, 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. 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 this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 <u>Claims</u>. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. 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 Contracting Officer 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 this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7 SUSPENSION, DELAY AND TERMINATION

7.1 <u>Termination for Default</u>. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and 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

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prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement 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, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 <u>Damages for Delay</u>. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 <u>County Exemption from Liability</u>. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 <u>Full Cost Recovery of Investigation and Audit Costs.</u> Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.
 - At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.
- 7.5 <u>Termination for Convenience</u>. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
 - 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.2 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.
 - 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.5.4.1 Fraud, waste or abuse of Agreement funds, or
 - 7.5.4.2 Improperly submitted claims, or
 - 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.4 Any breach of any term or condition of the Agreement, or
 - 7.5.4.5 Any actions under any warranty, express or implied, or
 - 7.5.4.6 Any claim of professional negligence, or
 - 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

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- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.
- 7.7 <u>Remedies Not Exclusive</u>. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

ARTICLE 8 COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 <u>Compliance with Laws and Regulations</u>. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 <u>Contractor Permits and License</u>. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 <u>Affirmative Action</u>. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Division 4, Chapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 19.
- 8.6 <u>AIDS Discrimination</u>. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 <u>American with Disabilities Act (ADA) 1990</u>. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 <u>Political Activities Prohibited</u>. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow

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its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

- 8.9 <u>Lobbying</u>. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
 - 8.9.1 <u>Byrd Anti-Lobbying Amendment</u>. Contractor shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify 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 disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Contractor or Contractor's Subcontractors. In accordance with 31 U.S.C. 1352, Contractor shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Contractor shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.
- 8.10 <u>Religious Activity Prohibited</u>. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 RESERVED

- 8.12 <u>Board of Supervisors' Policies</u>. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
 - 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
 - 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
 - 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
 - 8.12.4 <u>Interlocking Directorate</u>. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
 - 8.12.5 <u>Drug and Alcohol-Free Workplace</u>. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
 - As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
 - 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - 8.12.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

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- 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.12.5.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.12.5.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein
- 8.13 <u>Cartwright Act</u>. Following receipt of final payment under the Agreement, Contractor assigns 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. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances. hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

- 8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
 - 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and
 - 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local)

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transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.16.3 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth herein.

- 8.17 <u>Display of Fraud Hotline Poster(s)</u>. As a material term and condition of this Agreement, Contractor shall:
 - 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
 - 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
 - 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
 - 8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor shall include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.20 <u>Compliance Program</u>. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 <u>Investigations</u>. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make

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available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

- 8.22 <u>Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</u> Contractor shall, in accordance with 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:
 - 8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.23 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.322. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 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 during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.
- 8.24 Contract Work Hours and Safety Standards. If mechanics or laborers are to be employed under this Agreement, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

ARTICLE 9 CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
 - 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In

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addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 <u>Referrals</u>. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 <u>Prohibited Agreements</u>. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
 - 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
 - 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
 - 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above subsections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
 - 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 <u>Limitation of Future Agreements or Grants</u>. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
 - 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
 - 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10 INDEMNITY AND INSURANCE

10.1 <u>Indemnity</u>. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors,

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licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10.2 <u>Insurance</u>. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11 AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

11.1 <u>Audit and Inspection</u>. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. Contractors will provide the following to the COR:
 - 11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.
 - 11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them (Health and Human Services Agency (HHSA) Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov).
 - 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
 - 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit
- 11.3 <u>Cost or Pricing Data</u>. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement 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

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Contracting Officer or his 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 Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

- 11.4 <u>Availability</u>. 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 (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
 - 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
 - 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 <u>Subcontract</u>. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

ARTICLE 12 INSPECTION OF SERVICE

- 12.1 <u>Subject to Inspection</u>. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13 USE OF DOCUMENTS AND REPORTS

- 13.1 <u>Findings Confidential</u>. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that 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.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement 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. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 <u>Confidentiality</u>. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only

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disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 <u>Maintenance of Records</u>. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 <u>Custody of Records</u>. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection. Notwithstanding the foregoing, Contractor may maintain custody of records where legally required.

13.7 Audit Requirement.

- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- (b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 13.8 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

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13.9 <u>Evaluation Studies</u>. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

ARTICLE 14 INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 <u>Recitals</u>. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable*:
 - 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
 - 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
 - 14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
 - 14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
 - 14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
 - 14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
 - 14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
 - 14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.
 - 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
 - 14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 14.2.2 "Business Associate," when applicable, shall mean the Contractor.
 - 14.2.3 "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4 "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 14.2.5 "Covered Entity," when applicable, shall mean the County.
 - 14.2.6 "Security incident" shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of Contractor.

- 14.3.1 <u>Use and Disclosure of County PHI/PI/PII</u>. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2 <u>Safeguards</u>. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
- 14.3.3 <u>Mitigation</u>. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4 <u>Subcontractors</u>. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.

14.3.5 <u>Cooperation with County.</u>

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- 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
- 14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 <u>Breach Reporting</u>. Contractor shall report breaches and suspected security incidents to County, to include:

14.3.6.1 Initial Report.

- 14.3.6.1.1 Contractor shall email County Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
- 14.3.6.1.2 Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County "Privacy Incident Report" through the online portal at www.cosdcompliance.org within one (1) business day for all breaches and suspected security incidents.
- 14.3.6.2 <u>Investigation Report</u>. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
- 14.3.6.3 <u>Notification</u>. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 <u>Designation of Individuals</u>. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 <u>Termination</u>. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

ARTICLE 15 DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16 GENERAL PROVISIONS

16.1 <u>Assignment and Subcontracting</u>. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.

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- 16.2 <u>Contingency</u>. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 <u>Sections and Exhibits</u>. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 <u>Further Assurances</u>. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 <u>Governing Law</u>. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 <u>Headings</u>. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 <u>Modification Waiver</u>. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 <u>Severability</u>. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 <u>Successors</u>. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 <u>Time</u>. Time is of the essence for each provision of this Agreement.
- 16.15 <u>Time Period Computation</u>. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

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- 16.18 <u>Publicity Announcements and Materials</u>. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 <u>Criminal Background Check Requirements</u>. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."

16.21.2 Definitions

- A. Minor: Individuals under the age of eighteen (18) years old.
- B. <u>Vulnerable Adult</u>: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

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- C. <u>Volunteer</u>: A person who performs a service willingly and without pay.
- 16.22 <u>Health Insurance</u>. Contractors providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at https://www.coveredca.com/ or to 1-800-300-1506.
- 16.23 <u>Survival</u>. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin the 1st day of October 2021 and end on June 30, 2022 ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for four (4) increments of one-year each for a total of four (4) years beyond the expiration of the Initial Term, not to exceed June 30, 2026 pursuant to Exhibit C Payment Schedule or other applicable pricing provisions of this Agreement. Unless County notifies Contractor in writing not less than thirty (30) days prior to the expiration date that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months emental Ontion by providing written notice to Contractor

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EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall provide as-needed courier services to transport laboratory biological specimens and prescription medications to various sites throughout the County of San Diego (County).

2. Background Information

County's Public Health Service Laboratory performs tests on samples that are obtained from various sites throughout the County. County sites may require pick up and transportation of biological specimens to and from various sites throughout the County.

Health and Human Services Agency's (HHSA) Behavioral Health Services Pharmacy and Edgemoor Pharmacy provide prescription medication services to patients within the care of the County. HHSA Pharmacy may require pick up of prescription medications from their site with delivery to various locations as designated by the County. Edgemoor Pharmacy may require pick up of prescription medications from local pharmacies with delivery to the Edgemoor Hospital.

Live Well San Diego Vision: The County of San Diego, Health and Human Services Agency (HHSA), supports the Live Well San Diego vision of Building Better Health, Living Safely, and Thriving. Live Well San Diego, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

- http://www.sdcounty.ca.gov/hhsa/programs/sd/live well san diego/index.html
- http://www.LiveWellSD.org

3. Goals and Outcomes

- 3.1. Goals: Contractor shall provide the services described herein to accomplish the following goals:
 - 3.1.1. Contractor shall employ best practices to ensure that all courier services are done in the most efficient, safest, and secure manner possible. Contractor shall ensure that all items transported are protected from damage or loss. This shall also apply to applicable County buildings, facilities, and property.
 - 3.1.2. Contractor shall ensure the protection of sensitive and confidential records during all transports.
- 3.2. Outcomes: Contractor shall achieve the following outcome objectives:
 - 3.2.1. Contractor shall respond to 100% of requests by County as specified.
 - 3.2.2. Contractor shall pick-up and deliver 100% of requests within the timeframe specified.
- 4. <u>Geographical/Regional Service Area(s)</u>. The geographic and regional service area of this contract shall be County-wide.

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5. General Requirements

- **5.1.** Contractor shall ensure that all requested transports are picked-up within two (2) hours from time request is placed by the County, unless otherwise specified in this Statement of Work or otherwise directed by County at time of request.
- **5.2.** Contractor shall ensure that all routine deliveries are completed within eight (8) hours of the time the request is placed by the County.
- **5.3.** Contractor shall ensure that no items, including biological specimens, prescription medications, property, and infrastructure are lost or damaged as a result of transport.
- **5.4.** Contractor shall coordinate with each County site's designated representative to ensure that all items are treated according to regulatory requirements and that appropriate safeguards are taken to protect the items.
- **5.5.** Contractor shall log each request which includes date and time of order, item of transport, name, phone number of the requestor, and start and end of trip odometer readings.

5.6. Healthy Working Environments

- 5.6.1. Contractor shall demonstrate a commitment to employee health and wellness through provision of healthy working environments to include, but not be limited to, smoke free workplaces, healthy food and beverage options, lactation accommodations, physical activity opportunities, and other key wellness activities.
- 5.6.2. Contractor shall send the County copies of any existing policies the contractor has adopted regarding healthy working environments to include, but not be limited to, smoke-free workplaces, access to and promotion of healthy foods and beverages, lactation accommodations, and physical activity opportunities. The County will compile the wellness policies, identify best practices, and will contact Contractor to request permission to share the policies, or a portion thereof, as a best practice.
- 5.6.3. Contractor shall ensure all facilities utilized for services under the contract are in conformance with the (California) Labor Code specifically relating to smoking in enclosed workplaces (Labor Code Section 6404.5). Additionally, Contractor is encouraged to support and establish smoke-free environments.

5.7. Background Checks

5.7.1. All persons employed under this contract will undergo a County-conducted background investigation as part of the process to determine acceptability at contractor's expense. See Attachment 1.

5.8. County Issued Identification (I.D.) Card

- 5.8.1. Upon successful completion of the background check, the Department of General Services Security Office will contact you to schedule your employees to process their I.D. card. See Attachment 1.
- 5.8.2. Contractor shall wear I.D. card at all times during the performance of duties under this contract. The purpose of the card is to immediately identify the wearer as an individual who is authorized to enter County premises. The wearer shall not escort or bring any other individuals into County designated premises. See Attachment 1.

6. Specific Requirements

- **6.1.** Contractor shall provide courier service twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays, as needed. Multiple trips may be requested each day and require transport between two or more locations.
- 6.2. Contractor shall comply with all Federal and State regulations regarding handling and transport of

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biological specimens and prescription medications including but not limited to: Department of Transportation, Center for Disease Control, U. S. Department of Agriculture, and Occupation Safety Health Administration.

- **6.3.** Site Locations. Contractor shall provide the services described herein Countywide and to the following sites:
 - 6.3.1. County offices and designated facilities and premises:
 - 6.3.1.1. Public Health Laboratory 3851 Rosecrans Street, Room Y76, San Diego, CA 92110.
 - 6.3.1.2. Health and Human Services Pharmacy 3851 Rosecrans Street, Room G35, San Diego, CA 92110.
 - 6.3.1.3. Edgemoor Pharmacy 655 Park Center Drive, Santee, CA 92071.
 - 6.3.2. The County reserves the right to add or delete sites during the contract period.

6.4. Biological Specimen Prescription Medication Transport

- 6.4.1. Contractor shall provide courier services to pick up and deliver biological specimens and prescription medications to and from County-designated sites located throughout the County. Various locations may include, but is not limited to, hospitals, medical offices, Federally Qualified Health Centers, private pharmacies, laboratories, detention centers, residences, congregate settings, university student health centers, and other facilities as designated by the County.
- 6.4.2. Contractor shall provide their own specimen sample transportation containers and must be able to maintain cold-chain temperature between 2°C (36°F) and 8°C (46°F) at all times throughout the courier transport process.
- 6.4.3. For immediate requests, known as "STAT" requests, Contractor shall provide confirmation of receipt of STAT request within fifteen (15) minutes from the time request is placed by County. Contractor shall pick-up and deliver STAT request within two (2) hours of the time of confirmation with the County.
- 6.4.4. <u>Communication</u>. Contractor shall use encrypted system when communicating with County staff requesting the biological specimen or prescription medication pick-up and delivery. This communication may include instructions and required forms as part of the transport and delivery process. Any such communication system must be in compliance with all governmental regulations regarding PHI, PII, and PI, inclusive of the applicable provisions in Article 14 of the Agreement.

6.5. Storage of Biological Specimens and Prescription Medications in Transit

6.5.1. Contractor shall properly transport all biological specimen and prescription medications in leak-proof, rigid containers to prevent damage, exposure and/or contamination. Temperature monitoring systems shall be used to ensure all biological specimens and medical prescriptions are properly maintained during transport to specified destinations.

7. Payments and Invoices

- 7.1. Contractor shall work with County staff to establish an invoice and billing format. County will accept invoice for monthly payments provided that contractor provides billing statements as directed.
- **7.2.** Contractor shall not submit invoices or collection notices directly to individual clients tested under the terms of this contract, unless directed by County.
- 7.3. Contractor shall furnish the County with an itemized invoice, receipt or delivery ticket showing unit and extended prices and other relevant details for each service item being billed.

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County of San Diego DEPARTMENT OF GENERAL SERVICES – OFFICE OF SECURITY SERVICES 5560 OVERLAND AVE, SAN DIEGO, CA 92123-1294 2rd Floor Suite 210

Contractor Clearance Background Check

Contractor's staff requesting clearance to work for the County of San Diego must comply with all of the following requirements.

- 1. Please go to a live scan facility to have your fingerprints electronically scanned. You will need to take your Driver License and Social Security card to the live scan facility. The live scan facility will collect a fee of \$52.00 which is required by the Department of Justice. (See attached suggested LIVESCAN locations.
- 2. Return to the County Security Office with the live scan and security clearance request forms. All forms must be printed and completed in order to process your clearance. You will need to bring a check or money order for \$20.00 made payable to the "Sheriff's Department". Bring your Social Security Card and a Driver License/CA ID. If you are a non-US citizen please bring a Permanent Resident Card or INS Work permit.
- Background clearances generally take 6-8 weeks. The County Security Office will notify your employer of the results. When you have been notified you have received a successful background check, please return to the County Security Office for a photo/ID. A fee of \$15.00, check or money order payable to: the Department of General Services is required to receive your badge. Background packets will only be held for 3 months after the employer is notified.

ID badges must be worn and be visible at all times when working in County Facilities. Under no circumstances may ID badges be given to or shared with others.

Office of Security Services Operations
Phone: (858) 694-2387 Dispatch
Hours of Operation to process and receive contractor badges:

MONDAY, WEDNESDAY, FRIDAY
8:00am-11:30 am & 1:00 pm - 3:00 pm

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San Diego County SHERIFF'S DEPARTMENT

SECURITY CLEARANCE REQUEST RELEASE AND WAIVER

To Whom It May Concern:

I hereby authorize any investigator or authorized representative of the San Diego County Sheriff's Department bearing this release and waiver, or a copy of it, to obtain or copy any information in your files concerning, but not limited to, my employment records, personal history, DMV records, and criminal records (adult and juvenile).

I hereby release you, your organization, or others from flability or damage, which may result from furnishing the information required.

The information entered on this form is to be used to assist the Sheriff's Department in determining my fitness and qualifications for a position of trust and responsibility.

TYPE OR PRINT IN INK

| Name: | | | Sex | |
|--|--------------------|-----------------|-----------------------|------------|
| Name:(Last, Fi | rst, Middle) | | | (M or F) |
| Other Names You Have Been Known By: | | | ····· | |
| (Street, Apt #) | | (City) | (State) | (Zip Code) |
| Date of Birth: (Month, Day, Year) | Place of Birth: | | (City, State/Country) | |
| Driver License Number/State: | | Telephone | Number: | |
| Social Security Number: | | Height: | Weight | : |
| Eye Color: Hair Color | 4 | | | |
| Signature: | | | Date: | |
| **THE FOLLOWING INFORMATION IS | TO BE COMPL | ETED BY THE | PROSPECTIVE EM | PLOYER** |
| Photo Identification and Social Security Num | ber Verified By: | | | |
| Employer: | | | | |
| | | | | |
| Requested:(Authorized Repr | esentative Name, I | Phone Number an | id Mail Stop) | |
| Area of Primary Assignment: | | | | |

A copy of your picture identification and social security card must be presented with this form.

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STATE OF CALIFORNIA BCIA 8016 (Rev. 04/2020)

REQUEST FOR LIVE SCAN SERVICE

| Applicant Submission | | | | | | | |
|--|---------------|-------------------------------------|---------------------------|--|--------------------------------|-----------|--|
| A1953 | | - | | | | | |
| ORI (Code assigned by DOJ) | | | Authorized Applicant Type | | | | |
| Type of License/Certification/Permit OR Wor | king Title | Maximum 30 characters - i | f assigned by DOJ, us | e exact title assigned) | | | |
| Contributing Agency Information: DEPT OF GENERAL SERVICES, SECURI | ΓΥ | | 07283 | | | | |
| Agency Authorized to Receive Criminal Record In | | | | | | | |
| 5560 OVERLAND AVE, 2ND FLOOR SUITE 21 | 10 | | | | | | |
| Street Address or P.O. Box | | | Contact Name | (mandatory for all school | submissions) | | |
| SAN DIEGO | CA | 92126 | (858) 694-23 | 387 | | | |
| City | State | ZIP Code | Contact Telepl | | | | |
| Applicant Information: | | | | | | | |
| Last Name | | | First Name | | Middle Initial | Suffix | |
| Other Name: (AKA or Alias) | | | | | | | |
| Last Name | | | First Name | | | Suffix | |
| Sov 🗀 Ma | | - mala | | | | | |
| Sex Ma | ie 🔲 r | Female | Driver's Licen | se Number | | | |
| Date of Butti | | | Billing | | | | |
| Height Weight Eye Col | or | Hair Color | Number | | | | |
| Troight Proight Eye 50. | | 11011 00101 | | ncy Billing Number) | | | |
| Place of Birth (State or Country) Social S | Security No | umber | Misc. Number | | | | |
| , , | | | | Identification Number | | | |
| Home | | | | | | | |
| Address Street Address or P.O. Box | | | City | | State ZIP | Code | |
| I have received and read the | include | d Privacy Notice, | Privacy Act S | tatement, and Applic | cant's Privacy Rights. | | |
| Applic | ant Signat | ture | | | Date | | |
| Your Number: | | | Level of Se | rvice: 🔀 DOJ | X FBI | | |
| OCA Number (Agency Identifying Num | nber) | · · · · · · · · · · · · · · · · · · | | Service indicates FBI, the record information of the | e fingerprints will be used to | check the | |
| te la translata del ATI nombre | | | | | | | |
| If re-submission, list original ATI number (Must provide proof of rejection) | ər: Origir | nal ATI Number | | | | | |
| Employer (Additional response for age | ncies sp | ecified by statute) | • | - | | | |
| Employer Name | | <u></u> | | | | | |
| | | | | | | | |
| Street Address or P.O. Box | | | | Telephone Number | (optional) | | |
| City | | State | ZIP Code | Mail Code (five digi | t code assigned by DOJ) | | |
| Live Scan Transaction Completed By: | | | | | | | |
| Name of Operator | | | Date | | | | |
| Transmitting Agency LSID | | | ATI Number | | Amount Collected/Billed | | |
| Transmitting Agency Lord | | | TTT TABITION | | | | |



| For Agency Use Only |
|-----------------------|
| HHSA SERVICE CONTRACT |
| COR |
| PHONE |
| SERVICE LOCATION |
| |

CONTRACTOR

COR AUTHORIZATION

IDENTIFICATION/ACCESS CARD REGISTRATION

DEPARTMENT OF GENERAL SERVICES/ OFFICE OF SECURITY SERVICES

Forms must be typed or printed clearly

| Walk-In: | Electronic Picto | ire: Pic | ture on File: | | |
|----------------|------------------|--------------------------|---------------|-------------------|--------|
| CARD NUMBER:_ | Assigned by DGS | CARD TYPE: ID ON | illy 🔲 | ID/ACCESS | |
| CARDHOLDER: | Last Name | First N | lame | M.I. | |
| | SERVICE LOCATION | | | | |
| COUNTY CONTRA | CT NUMBER: | | CONTRA | ACT ENDING DATE:_ | |
| COMPANY NAME | ! | | | | |
| DATE OF BIRTH: | | DRIV | er license n | IUMBER | |
| GUARD CARD N | JMBER: | able | EXPIRATION (| DATE:If Appl | Icable |
| REASON FOR ID: | | DAMAGED: | CHANGE: | LOST: | |
| | COE | COH OFFICE OF SECURIT | Y SERVICES | HEIGHT | |
| | | MAIL STOP: 0 | 0-366 | | |
| | | PHONE: (858) 6 | 94-2387 | | |
| | | | | | |
| | | FAX NUMBER: (85) | 5) 6/0-3023 | | |

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| L | IVESCAN LOCATION | NS |
|-----------|---|-------------------|
| COUNTY | LOCATIONS | HOURS |
| | WIK Prints | |
| 1.4 | 29 3rd Ave. | |
| | 619-585-0022) | walk ins |
| SOUTH | SD Livescan | |
| | 135 Civic Center Drive #202 | |
| | National City 91950 | Mon-Friday |
| SOUTH | (619) 851-6483 | 9:30-4:30 |
| | Oceanside Police | |
| l l' | 3855 Mission Ave. | Mon-Fri |
| | (760-435-4900) | 8-4:30 |
| | Delmar Livescan | Mon-Friday 9-6 |
| | 3830 Valley Ctr. Dr. Ste 705 | Sat-Sun 10-4 |
| | San Diego | Also Free mobile |
| NORTH | (858) 342-2389 | service |
| | SD Livescan | Mon-Friday |
| 1 | 12937 Pomerado Rd Ste F | 9:30-4:30 |
| | Poway, Ca 92064 | Sat by Appt only |
| NORTH | (858) 842-3838 Fingerprinting Services | Sat by Appt only |
| | 772 Jamacha Rd. | |
| | El Cajon | |
| | (619) 593-9993 | M-F 9-6 Sat 9-3 |
| EAST | (619) 593-6965 | |
| | SD Livescan | |
| | 9590 Chesapeake Dr. #122 | |
| | San Diego, Ca 92123 | Mon-Fri 9:30am to |
| SAN DIEGO | | 4:30pm |
| SAR DIEGO | Alive Scan | |
| | 2707 Garnet Ave. #3 (858 |) Mon- Friday 9-6 |
| SAN DIEGO | | Walk-ins & Appts |
| U | | |
| | Scripps Ranch Mobile | 1 |
| | LiveScan | |
| | www.scrippsranchnotary.co | m By Appointment |
| SAN DIEGO | (858) 353-2313 | Only |

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Subject: CONTRACT SERVICE PROVIDER SECURITY REQUIREMENT

Date: February 2020

A. POLICY

Security is a top priority for the County of San Diego. As such, contract service providers are required to fully comply with the security requirements of this policy and as outlined within their respective service agreements. Fallure to do so is considered a breach of security and may result in the termination for default.

All service provider persons, prior to performing duties under a new or an active service contract, must obtain a County issued contractor identification (ID)/access badge. This includes all contractor employees and others who might have access to County facilities without the supervision of a County employee.

The contractor and associated staff shall complete a security screening by the Sheriff's Department (Background Division), California Department of Justice and the Federal Bureau of Investigation before being issued an identification (ID)/access badge permitting independent entry into County facilities.

B. PROCEDURES

- Background Investigations:
 - Background checks are required for all contractor employees before access will be permitted to County facilities/property;
 - b. Contractors shall submit a complete background check package for all employees (including sub- contractors) identified to deliver contract services at any County facility. Background check packages must be submitted to the Department of General Services (DGS) Office of Security Services located at the County Operations Center. The contractor is advised to keep copies of all applications/background check packages submitted to the DGS Office of Security Services:
 - c. Incomplete packages will not be accepted. A typical background package includes:
 - (1) A complete signed Security Clearance Request Form;
 - (2) A clean, valid, and legible copy of Social Security Card or Social Security Administration abstract;
 - (3) A clean, valid, and legible copy of a Driver's license, or State-issued Identification Card:
 - (4) For contract employees who are not citizens of the United States: either a valid Resident Alien Badge or valid form of picture identification;
 - (5) For contract employees requesting electronic access authorization: a complete Access Registration Form.
 - d. Contractors are required to submit one check covering the cost of the background check process for all employees. The check should be made payable to: Sheriff, County of San

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Subject: CONTRACT SERVICE PROVIDER SECURITY REQUIREMENT

Date: February 2020

Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services:

- e. In addition to the background package, contractors must complete a Livescan application. Contractors shall obtain a Livescan application from the DGS Office of Security Services. The contractor shall be provided information on various Livescan locations and fees. A fee is required by the Department of Justice and collected by the Livescan operator;
- f. Background checks generally take 4-6 weeks to process. The DGS Office of Security Services will call the contract vendor the same day the results of submitted background checks are received to communicate the results. If the background screening results are acceptable, the DGS Office of Security Services will make contact and request that contractor employees come to the office to have their photo taken and ID badge issued;
- g. Background checks for contract employees will be valid for the duration of the respective contract and must be renewed prior to the initiation of subsequent or follow-on contracts. "As Required" contract support staff must renew their respective background checks, at a minimum, every four (4) years.

2. Identification (ID) Badging:

- a. ID badges will only be issued to applicants successfully completing the background investigation process. ID badges will be issued when the employee's photo is taken. If a contract employee is scheduled to receive electronic access to any County facility, activation of the badge may take an additional 48 hours to complete;
- Contractors shall submit payment for each employee identification badge via one check, covering the cost for all employees, and payable to: Department of General Services, County of San Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services;
- c. DGS shall take pictures for service contract staff or pictures may be provided on a digital disk. If supplied by the contractor, the pictures must be saved as "Last Name, First Name". Additionally, the pictures must be in a JPG/JPEG file format;
- d. County issued ID badges are to be worn at all times during the performance of duties under an existing service contract. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter County facilities for the performance of contractual duties. The wearer will not escort or bring any other individuals into County facilities. County Issued ID Badges are for the exclusive use of the individual named and pictured on the badge;
- Contractor shall notify the County, DGS Office of Security Services immediately in the event an ID badge belonging to their employee is lost. The contractor shall be assessed fifty dollars (\$50.00) for each lost badge;
- f. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The contractor is responsible for collecting the ID badges and turning them in to the County project manager or the DGS Office of Security Services

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Date: February 2020

Subject: CONTRACT SERVICE PROVIDER SECURITY REQUIREMENT

when a contract ends or when an employee leaves employment. The contractor assumes all responsibility for their employee's use of and the return of the County ID badges. The contractor shall be assessed one hundred dollars (\$100.00) for each badge not returned. At the expiration and/or termination of an associated contract, final payment shall be withheld until all ID badges are accounted for;

- g. ID badges will only be issued to the specific individual cleared via the required background screening process. The cleared individual will need to present themselves in person with a valid copy of a Driver's license or State-Issued Identification Card to receive their ID badge;
- All contractors shall prepare a written policy on use of County ID badges for County approval and shall provide periodic policy training to employees.
- Contractor new hired employee(s) Intended to perform duties under an active term contract must follow the procedure in order to have new ID badges issued to them.

3. Additional Information

- a. DGS Office of Security Services staff shall promptly submit all Security Clearance request information to the Sheriff's Background Division, California Department of Justice, and the Federal Bureau of investigation for processing;
- b. Requests for access to Justice related facilities (Courts, Detentions, Sheriff Stations, etc.): ID badges shall not be issued to a contractor without a qualifying recommendation from the Sheriff's Background Division. For Justice related facilities, previous arrest and/or criminal convictions will normally lead to a non-qualifying recommendation and subsequent denial of an ID/Access badge;
- c. Requests for access to all other County facilities: ID badges may be issued to contract personnel with previous legal issues providing the documented activity does not conflict with County business necessity. With respect to criminal convictions, three factors will be considered in determining whether a conflict with County business necessity exists:
 - (1) The nature and gravity of the offense(s) for which the applicant was convicted;
 - (2) The time passed since conviction and/or completion ofsentence;
 - (3) The nature of the contract service to be provided.

When required, business necessity determinations shall be made by either the DGS Office of Security Services or the designated representative of the County client department overseeing the execution of identified contract services. Note: An amended disposition of conviction (expunged) shall not be treated differently than a non-amended disposition (non-expunged) for purposes of business necessity determinations.

- d. Reasons for a non-qualifying recommendation (and denial of an ID/Access badge) may include, but are not limited to, the following:
 - (1) Felony convictions;
 - (2) Conviction for crimes of moral turpitude (prostitution, sex offenses, etc.);
 - (3) Exhibiting patterns of criminal behavior;
 - (4) Exhibiting patterns of anti-social behavior;

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Subject: CONTRACT SERVICE PROVIDER SECURITY REQUIREMENT

Date: February 2020

- (5) Convictions for illegal immigrant smuggling;
- (6) Unresolved warrants or investigations;
- (7) Receipt of subsequent arrest notices after the Issuance of an ID badge.
- e. Upon receipt of completed background checks, the DGS Office of Security Services staff shall review and validate that all required information in is order. Afterwards, the completed background check package shall be reviewed and approved by the County of San Diego Security Manager prior to issuance of a County badge;
- f. In all cases, non-qualifying determinations and subsequent denial of an ID/Access badge by the DGS Security Manager must be reviewed and approved by the DGS Chief of Facility Operations.

C. REFERENCE(S):

1. CAO Administrative Manual, Item No. 0040-06, "County Identification Card Program"

MARKO MEDVED, P.E., CEM, Director, Department of General Services

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COUNTY OF SAN DIEGO ADMINISTRATIVE MANUAL

| SUBJECT: WEAPONS PROHIBITION AND SCREENING | ITEM NUMBER | 0050-02-10 |
|--|----------------|------------|
| EFFECTIVE DATE: SEPTEMBER 20, 2017 | PAGE | 1 OF 3 |

1. PURPOSE

To adopt and implement rules and regulations relating to the carrying or bringing weapons into or onto County buildings, facilities, infrastructure and property, and to adopt and implement weapons screening policies and procedures.

2. BACKGROUND

Section 126 of San Diego County Administrative Code Article VIII directs the Chief Administrative Officer to adopt and implement rules and regulations regarding the operation of and access to County facilities. Sections 43.101 through 43.103 of the San Diego County Code of Regulatory Ordinances authorize the implementation, noticing and enforcement of such rules and regulations.

3. SCOPE

This policy applies to all County-owned and County-operated buildings, facilities, infrastructure and property except as otherwise stated herein.

4. **DEFINITIONS**

"Official Business" means, for purposes of section 5.1 below, activities being conducted on behalf of the Peace Officer's employing agency and within the Peace Officer's scope of duties for that agency.

"Peace officer" means a "peace officer" within the provisions of Penal Code Part 2, Title 3, Chapter 4.5.

"Weapon" or "weapons" means any of the following:

- 1. Any firearm
- 2. Any deadly weapon described in Penal Code section17235 or in any provision listed in Penal Code section 16590.
- 3. Any knife with a blade in excess of four inches or any knife the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands.
- 4. Any weapon or delivery device for tear gas or lachrymatory agents of any kind, including but not limited to OC spray (oleoresin capsicum or "pepper spray").
- 5. Any taser or stun gun, as defined in Penal Code section 244.5
- 6. Any instrument that expels a projectile, such as a BB or pellet or rubber bullet, through the use of gas or air pressure, spring action, or any spot marker gun or paint gun.
- 7. Any explosive or incendiary device

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COUNTY OF SAN DIEGO ADMINISTRATIVE MANUAL

SUBJECT: WEAPONS PROHIBITION AND SCREENING

EFFECTIVE DATE: SEPTEMBER 20, 2017

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5. POLICY

- 5.1 No person except Peace Officers on Official Business who are authorized under State law to carry a firearm while on duty shall bring any weapon into or on to any County-owned or County-operated building, facility, structure or property. Peace Officers on personal business are not allowed to possess or carry firearms in County-owned or County-operated buildings, facilities, structures or properties.
- 5.2 Persons authorized by this policy to bring a weapon into or on to a County-owned or County-operated building, facility, structure or property shall advise the Sheriff or other security personnel of their intent to enter with such weapon and shall provide, upon request, identification or documentation of their status as a peace officer and shall inform the Sheriff or other security personnel of the Official Business for which they are entering the property.
- 5.3 Notwithstanding any other provision of this policy, rule, regulation or law, the Sheriff or other security personnel may, at their sole discretion, refuse entry to any person carrying any weapon.
- 5.4 Notwithstanding any other provision of this policy, rule, regulation or law, the Sheriff or other security personnel may, upon determining that security conditions warrant it, require all persons, including employees, entering a County facility or property to pass through weapons screening devices and/or submit to a search/inspection of their person and personal property.
- 5.5 Persons refusing such screening and/or search and inspection shall be refused entry. Persons intentionally avoiding submission to the screening and search or inspection of their person and/or property may be arrested, cited and prosecuted pursuant to Penal Code section 602(y).
- Additional rules and regulations pertaining to specific County-owned or County-operated buildings, facilities, structures or property, including but not limited to airports, may apply and shall be made available pursuant to section 6.1 of this policy.

6. PROCEDURE

- 6.1 Pursuant to County Regulatory Code section 43.101, this policy shall be available at County facilities during normal business hours and shall be available on the County internet website. Additional rules and regulations as referenced in section 5.3 of this policy shall be available at the facilities to which they apply and shall be available on the County internet website.
- 6.2 Pursuant to County Regulatory Code sections 43.102 and 43.103, it is a misdemeanor to (a) refuse or fail to comply with this policy, (b) disregard, deface,

COUNTY OF SAN DIEGO ADMINISTRATIVE MANUAL

SUBJECT: WEAPONS PROHIBITION AND SCREENING

ITEM NUMBER

0050-02-10

EFFECTIVE DATE: SEPTEMBER 20, 2017

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alter or tamper with any warning or instructional sign located in a County facility or on County property, or (c) refuse to leave a County facility or property after being ordered to do so by any law enforcement officer or other person designated by the Chief Administrative Officer.

Approved:

Helen N. Robbins-Meyer Chief Administrative Officer

Responsible Department(s)

Sheriff's Department General Services

ATTACHMENTS

None

CROSS-REFERENCES

San Diego County Administrative Code Article VIII, Section 126
San Diego County Code of Regulatory Ordinances, Sections 43.101 through 43.103

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EXHIBIT B – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions).

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. Coverage shall include contractual liability. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

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The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

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County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior <u>written</u> consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contact.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

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EXHIBIT C – PAYMENT SCHEDULE (Submit completed Payment Schedule with your bid)

*The Price per Trip shall be fully loaded rates and based on a 50 mile trip. For mileage over and above 50 miles per trip, contractor will be paid the current GSA mileage reimbursement rate, as adjusted annually (https://www.gsa.gov/mileage). The County reserves the right to add or delete sites during the contract period.

INITIAL TERM: OCTOBER 1, 2021 THROUGH JUNE 30, 2022

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|-----------------------------|--|--------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ | 760 | \$ | \$ |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ | 200 | \$ | \$ |
| 3 | Holiday Transport | \$ | 13 | \$ | \$ |
| Total for the Initial Term: | | | | | \$ |

FIRST OPTION YEAR: JULY 1, 2022 THROUGH JUNE 30, 2023

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------|---------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ | 760 | \$ | \$ |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ | 200 | \$ | \$ |
| 3 | Holiday Transport | \$ | 13 | \$ | \$ |
| | Total for the first option year: | | | | |

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SECOND OPTION YEAR: JULY 1, 2023 THROUGH JUNE 30, 2024

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|-----------------------------------|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ | 760 | \$ | \$ |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ | 200 | \$ | \$ |
| 3 | Holiday Transport | \$ | 13 | \$ | \$ |
| Total for the second option year: | | | | | s |

THIRD OPTION YEAR: JULY 1, 2024 THROUGH JUNE 30, 2025

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|----------------------------------|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ | 760 | \$ | \$ |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ | 200 | \$ | \$ |
| 3 | Holiday Transport | \$ | 13 | \$ | \$ |
| Total for the third option year: | | | | | \$ |

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FOURTH OPTION YEAR: JULY 1, 2025 THROUGH JUNE 30, 2026

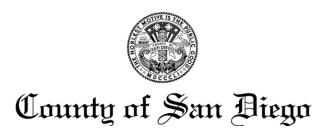
| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|-----------------------------------|--|-----------------------|---------------------------------|-----------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ | 760 | \$ | \$ |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ | 200 | \$ | \$ |
| 3 | Holiday Transport | \$ | 13 | \$ | \$ |
| Total for the Fourth Option Year: | | | | | \$ |

| GRAND TOTAL 10/1/2021 – 6/30/2026 – BASIS FOR AWARD | \$ |
|---|----|
|---|----|

Note: List of observed holidays:

- 1. New Year's Day
- 2. President's Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Thanksgiving Day
- 7. Christmas Day

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JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

Allen R. Hunsberger
Assistant Director

July 2, 2021

ADDENDUM No. 2

REQUEST FOR BIDS (RFB) 11018 HEALTH AND HUMAN SERVICES AGENCY COURIER SERVICES FOR TRANSPORTATION OF BIOLOGICAL SPECIMENS AND PHARMACEUTICALS

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

CHANGES:

1. Exhibit C, Payment Schedule has been revised. See attached revised Exhibit C, Payment Schedule marked Addendum 2.

If you have any questions, please contact Holly Lam, Procurement Contracting Officer, (858) 505-6613, Holly.Lam@sdcounty.ca.gov.

EXHIBIT C – PAYMENT SCHEDULE

(Submit completed Payment Schedule with your bid)

*The Price per Trip shall be fully loaded and based on a 35 mile trip. For mileage over and above 35 miles per trip, contractor will be paid the current GSA mileage reimbursement rate, as adjusted annually. (https://www.gsa.gov/mileage). The County reserves the right to change its projected estimated trips per month as well as its right to add or delete sites during the contract period.

INITIAL TERM: OCTOBER 1, 2021 THROUGH JUNE 30, 2022

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|-----------------------|---------------------------------|-----------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$35.00 | 760 | \$26,600 | \$319,200 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$ 42.00 | 200 | \$ 8,400 | \$100,800 |
| 3 | Holiday Transport | \$125.00 | 13 | \$ 1,625 | \$ 19,500 |
| | Total for the Initial Term: | | | | |

FIRST OPTION YEAR: JULY 1, 2022 THROUGH JUNE 30, 2023

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|---|--|--------------------|---------------------------------|-----------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 35.00 | 760 | \$ 26,600 | \$319,200 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$42.00 | 200 | \$ 8,400 | 100,800 |
| 3 | Holiday Transport | \$ 125.00 | 13 | \$ 1,625 | \$ 19,500 |
| | Total for the first option year: | | | | |

SECOND OPTION YEAR: JULY 1, 2023 THROUGH JUNE 30, 2024

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|-----------------------------------|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$35.00 | 760 | \$ 26,600 | \$ 319,200 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$42.00 | 200 | \$ 8,400 | \$ 100,800 |
| 3 | Holiday Transport | \$125.00 | 13 | \$ 1,625 | \$ 19,500 |
| Total for the second option year: | | | | | _s 439,500 |

THIRD OPTION YEAR: JULY 1, 2024 THROUGH JUNE 30, 2025

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|----------------------------------|--|-----------------------|---------------------------------|--------------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 35.00 | 760 | \$ 26,600 | \$319,200 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$42.00 | 200 | \$ 8,400 | \$100,800 |
| 3 | Holiday Transport | \$125,00 | 13 | \$ 1,625 | \$ 19,500 |
| Total for the third option year: | | | | | \$439,500 |

FOURTH OPTION YEAR: JULY 1, 2025 THROUGH JUNE 30, 2026

| | Description: Courier Services | Price per Trip* | Estimated trips per month | Total Price per month | Total Contract Term |
|-----------------------------------|--|-----------------------|---------------------------------|-----------------------|---------------------------|
| | A | В | С | D | Е |
| | | | | (B x C) | (D x 12) |
| 1 | Weekday (M-F) Transport | \$ 35.00 | 760 | \$ 26,600 | \$ 319,200 |
| 2 | After hours (7pm – 6 am) and Weekend Transport | \$42.00 | 200 | \$ 8,400 | \$100,800 |
| 3 | Holiday Transport | \$125.00 | 13 | \$ 1,625 | \$ 19,500 |
| Total for the Fourth Option Year: | | | | | s 439,500 |

| GRAND TOTAL 10/1/2021 – 6/30/2026 – BASIS FOR AWARD | 2,197,500 ^{\$} |
|---|----------------------------|
|---|----------------------------|

Note: List of observed holidays:

- 1. New Year's Day
- 2. President's Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Thanksgiving Day
- 7. Christmas Day