

Bids
Received

**COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING**

BID COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Bid

DESCRIPTION

Request for Bids (RFB) 12013	Biomek i7 Workstations, Reagents, Maintenance and Training
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OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

Beckman Coulter Inc.

 Company/Organization Name

250 S. Kraemer Blvd, Brea California 92921

 Address

(800) 352-4975

 Telephone Number

www.beckman.com

 Website Address

(317) 808-4395

 Fax Number (optional)

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Michelle R. Moore

 Authorized Representative Name

Manager - Client Services Department

 Authorized Representative Title

mrmoores@beckman.com

 Authorized Representative Email Address

(800) 742-2345, option 1

 Authorized Representative Telephone Number

5350 Lakeview Parkway South Dr.
 Indianapolis, IN 46268

 Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative)

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.

T. Matt Holl

 POC Name

Key Account Manager - Government

 POC Title

5350 Lakeview Parkway South Dr.
 Indianapolis, IN 46268

 POC Mailing Address

tmholl@beckman.com

 POC Email Address

(919) 381-7796


 POC Telephone Number

ACKNOWLEDGEMENT OF ADDENDA

Bidder Acknowledges Addendum 1 2 3 4 5 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 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.



 Authorized Representative Signature

October 17, 2022

 Date

NOTICE OF ACCEPTANCE OF SUCCESSFUL BID

(This section 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

**COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING**

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.

Beckman Coulter Inc.

#12013 Biomek i7 Workstations

Name of Contractor/Offeror


Contract or Solicitation Number

Michelle R. Moore

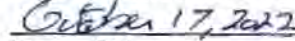
Manager - Client Services Organization

Printed Name of Contractor's Authorized Official

Title of Contractor's Authorized Official



Signature of Contractor's Authorized Official



Date of Signature

**COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING**

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: Beckman Coulter 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 AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>Beckman Coulter Inc.</u>
Authorized Representative Name:	<u>Michelle R. Moore</u>
Authorized Representative Title:	<u>Manager - Client Services</u>
Signature: <u>Michelle R. Moore</u>	Date: <u>October 17, 2022</u>

HEALTH AND HUMAN SERVICES AGENCY, PUBLIC HEALTH LAB

REQUEST FOR BID (RFB) # 12013
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING
EXHIBIT C - PAYMENT SCHEDULE

To be completed by Bidder

Grand Total (Basis of Award)	
\$	1,012,021.89

Lead Time	30 Days from order acceptance; Line #25, SpectraMax has a lead time of 60 days from
Additional Information	Quantities of items quoted here are based on the assumption that the following list of components will be transferred from

#	DESCRIPTION	Initial Year Date of Award - 10/31/2023				Option Year 1 11/1/2023 - 10/31/2024			
		UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE	UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE
1	Biomek i7 Molecular Sequencing Unit with enclosure (MC + Span-8)	EACH	2	\$ 219,891.75	\$ 439,783.50				
2	Biomek i7 Molecular Sequencing Unit (MC + Span-8) - Software License and One-Year Device Warranty	YEAR	2	\$ 0.01	\$ 0.02				
3	Mobile Workstation, i7	EACH	2	\$ 10,088.80	\$ 20,177.60				
4	White Glove Delivery Service for workstations and sequencing units	LUMPSUM	1	\$ 22,271.97	\$ 22,271.97				
5	Biomek i-Series Installation Service including Basic Operator Training	EACH	2	\$ 5,194.80	\$ 10,389.60				
6	On-Site Method Implementation: Onsite programming of 2 Illumna Nextera DNA Methods onto Biomek i7 #1 and transfer of those methods to Biomek i7 #2.	EACH	2	\$ 12,550.50	\$ 25,101.00				
7	Training E-Learning, Biomek i-Series Theory of Liquid Handling	EACH	2	\$ 0.01	\$ 0.02				
8	Training E-Learning, Biomek i-Series Basic System Overview	EACH	2	\$ 0.01	\$ 0.02				
9	In-person onsite training: i-Series Biomek Method Programming Customer Training for Beginner	EACH	2	\$ 7,437.50	\$ 14,875.00				
10	Installation Qualification (IQ) - SOW 2.5	EACH	2	\$ 2,456.10	\$ 4,912.20				

HEALTH AND HUMAN SERVICES AGENCY, PUBLIC HEALTH LAB

#	DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE	UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE
11	Operational Qualification (OQ) - SOW 2.6	EACH	2	\$ 16,923.60	\$ 33,847.20				
12	Pipetting head, MC96, 1 - 300 uL	EACH	2	\$ 14,356.80	\$ 28,713.60	EACH	2	\$ 14,356.80	\$ 28,713.60
13	Biomek Method Launcher	EACH	2	\$ 4,487.76	\$ 8,975.52	EACH	2	\$ 4,487.76	\$ 8,975.52
14	Kit, Rear Module, i7	EACH	2	\$ 1,723.12	\$ 3,446.24	EACH	2	\$ 1,723.12	\$ 3,446.24
15	Kit, Side Module, i-Series	EACH	2	\$ 5,440.00	\$ 10,880.00	EACH	2	\$ 5,440.00	\$ 10,880.00
16	Kit, Side Support	EACH	2	\$ 3,490.88	\$ 6,981.76	EACH	2	\$ 3,490.88	\$ 6,981.76
17	1X1 TIP LOAD ALP	EACH	28	\$ 504.32	\$ 14,120.96	EACH	28	\$ 504.32	\$ 14,120.96
18	ALP, 1x1 static	EACH	7	\$ 450.80	\$ 3,155.60	EACH	7	\$ 450.80	\$ 3,155.60
19	ALP, 1x3 static	EACH	4	\$ 1,291.20	\$ 5,164.80	EACH	4	\$ 1,291.20	\$ 5,164.80
20	Kit, Integration, Rear - High-capacity Trash on i- Series	EACH	2	\$ 2,901.28	\$ 5,802.56	EACH	2	\$ 2,901.28	\$ 5,802.56
21	ALP, Mounting plate	EACH	4	\$ 218.48	\$ 873.92	EACH	4	\$ 218.48	\$ 873.92
22	ORBITAL SHAKER ALP	EACH	2	\$ 11,544.00	\$ 23,088.00	EACH	2	\$ 11,544.00	\$ 23,088.00
23	ALP, VIBRATION ISOLATION PLATE	EACH	2	\$ 227.84	\$ 455.68	EACH	2	\$ 227.84	\$ 455.68
24	Static Peltier ALP Ship Kit	EACH	1	\$ 7,434.64	\$ 7,434.64	EACH	1	\$ 7,434.64	\$ 7,434.64
25	MD SpectraMax M2 Multimode Plate Reader	EACH	1	\$ 43,592.74	\$ 43,592.74	EACH	1	\$ 43,592.74	\$ 43,592.74
26	Kit, Integration - Spectramax on i-Series	EACH	1	\$ 2,267.12	\$ 2,267.12	EACH	1	\$ 2,267.12	\$ 2,267.12
27	Kit, Integration, ColdPlate, Deck on i-Series	EACH	2	\$ 2,847.04	\$ 5,694.08	EACH	2	\$ 2,847.04	\$ 5,694.08
28	Thermo ATC 96 Well Thermal Cycler, 3m Cable	EACH	1	\$ 15,415.46	\$ 15,415.46	EACH	1	\$ 15,415.46	\$ 15,415.46

HEALTH AND HUMAN SERVICES AGENCY, PUBLIC HEALTH LAB

#	DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE	UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE	
29	Kit, Integration, Deck - ATC on i-Series	EACH	1	\$ 3,513.60	\$ 3,513.60	EACH	1	\$ 3,513.60	\$ 3,513.60	
30	Kit, Labware Feeder	EACH	1	\$ 7,163.04	\$ 7,163.04	EACH	1	\$ 7,163.04	\$ 7,163.04	
31	Kit, Mounting, Right - Labware Feeders on i-Series	EACH	1	\$ 1,586.40	\$ 1,586.40	EACH	1	\$ 1,586.40	\$ 1,586.40	
32	Kit, Installation - i-Series Workstation	EACH	1	\$ 1,133.52	\$ 1,133.52	EACH	1	\$ 1,133.52	\$ 1,133.52	
33	Cable, CAN Interface, 160 CM (63 Inches) Length	EACH	2	\$ 170.56	\$ 341.12	EACH	2	\$ 170.56	\$ 341.12	
34	Warranty for Initial Year / Extended Warranty for Option Year 1	YEAR	1	\$ 0.01	\$ 0.01	YEAR	1	\$ 0.01	\$ 0.01	
35	Maintenance Service (per SOW 2.8) <input checked="" type="checkbox"/> Check here if these services are included in Warranty	EACH	2	\$ 0.01	\$ 0.02	EACH	2	\$ 31,781.50	\$ 63,563.00	
36	POTENTIAL DISCOUNT: Trade-In Biomek i5 Span-8	EACH	1	\$ 20,000.00	\$ (20,000.00)					
37	POTENTIAL DISCOUNT: Trade-In Biomek Mobile Workstation, i5	EACH	1	\$ 2,000.00	\$ (2,000.00)					
38	POTENTIAL DISCOUNT: Trade-In Table, 1.0M x 1.0M (147032)	EACH	1	\$ 500.00	\$ (500.00)					
					INITIAL TERM TOTAL	\$ 748,658.52	OPTION YEAR 1 TOTAL			\$ 263,363.37

DO NOT INCLUDE SALES TAX WITH PRICING. PRICING MUST INCLUDE COST OF DELIVERY AND ALL APPLICABLE FEES.

Next

Bid



County of San Diego

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

September 28, 2022

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) # 12013 HEALTH AND HUMAN SERVICES AGENCY BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING

The County of San Diego is seeking bids from firms interested in providing Biomek i7 automated liquid handling workstations, Biomek i7 mobile workstations, reagents, maintenance and training (“Offerors”).

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

The County intends to award one (1) contract with an initial (base) period with one (1) one-year option period.

The Contracting Officer for this solicitation is Lina Kim, Procurement Contracting Specialist (lina.kim@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)
Questions due	October 7, 2022 prior to 5:00 p.m.
Bids due	October 19, 2022 prior to 11:00 a.m.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING

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. 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

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.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING
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.sdcountry.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

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING

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 (if applicable)
 - 2.5.7. Reserved
 - 2.5.8. Reserved
 - 2.5.9. Reserved
 - 2.5.10. Required supplemental information per the Submittal Items.
 - 2.5.11. 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.
- 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).

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- 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 be 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. §200.324 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”).
 - 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.

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- 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. Local Preference: 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(c), 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
 - 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.

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- 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.

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.

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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:

- <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.

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SUBMITTAL ITEMS

Additional Supporting information is not required for this RFB. Do not submit any additional information other than the required bid forms.

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BID COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Bid

DESCRIPTION

Request for Bids (RFB) 12013	Biomek i7 Workstations, Reagents, Maintenance and Training
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OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

Franklin Young International, Inc.
Company/Organization Name

1042 N. Mountain Ave Suite 310 Upland, CA 91786
Address

(909) 303-0790
Telephone Number

www.franklinyoung.com
Website Address

(909) 931-5013
Fax Number (optional)

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Aaron Ramirez
Authorized Representative Name

Government Resource Professional
Authorized Representative Title

aaron@franklinyoung.com
Authorized Representative Email Address

(909) 303-0790
Authorized Representative Telephone Number

1042 N. Mountain Ave Suite 310
Upland, CA 91786

Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative)
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 Title _____

POC Email Address _____
() _____

POC Telephone Number _____


POC Mailing Address _____

ACKNOWLEDGEMENT OF ADDENDA

Bidder Acknowledges Addendum 1 2 3 4 5 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 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.


Authorized Representative Signature

10.18.2022
Date

NOTICE OF ACCEPTANCE OF SUCCESSFUL BID

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:	COUNTY OF SAN DIEGO: By: _____ DATE	
TOTAL AMOUNT:	AWARD NO.:	NAME & TITLE OF CONTRACTING OFFICER

**COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
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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).

1. BUSINESS TYPE

- For-profit Non-profit Government

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 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

3. 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 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 #: 1033180

Small Business Enterprise (SBE)
Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

Veteran Owned Small Business (VOSB)
Certification # EDQMKDZR8L13

Service Disabled Veteran Owned Small Business (SDVOSB)
Certification # EDQMKDZR8L13

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): 75 %

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;

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.

Disclosure Attached? Yes

5. 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 the statement of work, or plans and specifications).

Disclosure Attached? Yes

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing 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.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

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 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.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Aaron Ramirez

Signature: 

Title: GRP

Date: 10.18.2022

Company/Organization: Franklin Young International, Inc.

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

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
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BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING

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.

Franklin Young International, Inc.

Name of Contractor/Offeror
Aaron Ramirez

Printed Name of Contractor's Authorized Official
Aaron Ramirez

Signature of Contractor's Authorized Official

12013

Contract or Solicitation Number
GRP

Title of Contractor's Authorized Official
10.18.2022

Date of Signature

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
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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: Franklin Young International, Inc. (“Offeror”) with reference to the following facts:

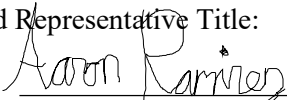
WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, Government Code Section 6250, et seq.; and

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 AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>Franklin Young International, Inc.</u>
Authorized Representative Name:	<u>Aaron Ramirez</u>
Authorized Representative Title:	<u>GRP</u>
Signature: 	Date: <u>10.18.2022</u>

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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.sdcountry.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:

DVB Subcontractor Participation Requirements are not applicable. Bidder/Offeror (Offeror) does not need to submit DVB documentation with its submittal.

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AGREEMENT**

RFB 12013

**BIOMEK i7 WORKSTATIONS, REAGENTS,
MAINTENANCE AND TRAINING**

AGREEMENT

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

**COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
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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 _____, located at _____ (“Contractor”). For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 RFB 12013 including all addenda and attachments (incorporated herein by reference), Exhibit B Insurance Requirements, and Exhibit C Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.
2. Term. The initial term of this Agreement shall begin on the date of the last signature below and end on October 31, 2023 (“Initial Term”).

Option to Extend. The County shall have the option to extend the term of this Agreement for one (1) increment of one (1) year beyond the expiration of the Initial Term, not to exceed October 31, 2024, 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.

3. Standard of Performance. 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. To the extent not in conflict with Exhibits A and A-1, Contractor shall perform all work under this Agreement in strict conformance to its bid, included herein by this reference, unless Changed in accordance with this Agreement.
4. Payment. Pursuant to Exhibit C, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed _____ (\$#####) (“Maximum Agreement Amount”). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown below.

Initial Term	Date of award - 10/31/2023	\$ _____
First Option Period	11/01/2023 – 10/31/2024	\$ _____

Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, or (ii) County receipt of a correct and substantiated invoice. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check.

5. Sales and Use Tax. On invoices, Contractor shall show any sales or use tax as separate items, giving permit number authorizing collection of use tax. Contractor shall deduct any cash discount before computing sales or use Tax.
6. Contracting Officer. The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement (“Contracting Officer”).
7. 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 representative designated below (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.

FOR COUNTY:	FOR CONTRACTOR:
#Name and Title #Address #Address #Phone, FAX, and email Above contact is designated as the Contracting Officer’s Representative for this Agreement (“COR”).	#Name and Title #Address #Address #Phone, FAX, and email

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8. Compliance with Laws. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, 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.
9. County Policies and Requirements. Without limiting section 8 above, Contractor shall specifically comply with the following, as applicable:
 - a. Board of Supervisors Policy A-79, Interlocking Directorates
 - b. Board of Supervisors Policy A-120, Zero Tolerance for Fraudulent Conduct in County Services
 - c. Board of Supervisors Policy B-67, Environmentally Preferable Procurement
 - d. Board of Supervisors Policy C-25, County of San Diego Drug and Alcohol Use Policy
 - e. Section 32.801, et seq. of the San Diego County Code of Regulatory Ordinances, Prohibitions of AIDS Discrimination
 - f. Article IIIk (Section 84, et seq.) of the San Diego County Administrative Code, Affirmative Action Program for Vendors
10. DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business (“DVB”) requirements and forms, such requirements and Contractor’s submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor’s DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g. term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor’s compliance with such requirements.

If in County’s determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.
11. Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per Section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.
12. Political Activities Prohibited. 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 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.
13. Lobbying. Contractor shall comply with the lobbying ordinances of the County and ensure 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.
14. Americans With Disabilities Act (ADA) 1990. 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), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.
15. Religious Activity Prohibited. There shall be no religious worship, instructions, or proselytization as part of or in connection with the performance of this Agreement.
16. Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to 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 work hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any work hereunder.

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17. 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.
18. Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their 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 their status as an employee because of such individual’s race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
19. 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 121.
20. 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 Contractor with respect to any third person under any Environmental Laws.
21. Debarment, Exclusion, Suspension, and Ineligibility. 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:
- a. 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;
 - b. 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) 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;
 - c. 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;
 - d. 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.

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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 on an ongoing basis. Such disclosure shall be made in writing within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

22. 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
23. 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 addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
24. Prohibited Agreements. 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:
- 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.

Contractor 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 during the term of this Agreement.

25. Indemnity. 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, 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.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this Section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this Section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

26. Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 25 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 26 and Exhibit B.

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27. Maintenance of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this Agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such litigation or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.
28. Audit Right. Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

Authorized federal, State and County representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants.

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 Accounting Office.

29. Termination for Convenience. 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:
- a. The unit or pro rata price for any delivered and accepted portion of the work.
 - b. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the work, provided compensation hereunder shall in no event exceed the total price.
 - c. In no event shall the County be liable for any loss of profits or any other consequential damages related to the work or portion thereof so terminated.
 - d. County's termination of this Agreement for convenience shall not preclude County from changing the termination to a default, as set forth in Section 30 of this Agreement, nor from taking any action in law or equity against Contractor for:
 - i. Improperly submitted claims, or
 - ii. Any failure to perform the work in accordance with the Statement of Work, or
 - iii. Any breach of any term of condition of the Agreement, or
 - iv. Any actions under any warranty, express or implied, or
 - v. Any claim of professional negligence, or
 - vi. Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

30. Termination for Default. The County may, by written notice of default to the Contractor, terminate this Agreement in whole or in part, should the Contractor fail to make satisfactory progress, fail to perform within the time specified, or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the Contractor shall be liable for the difference between the prices set forth in this Agreement and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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 be the same as if the notice of termination had been issued pursuant to section 29 Termination for Convenience.

31. Full Cost Recovery of Investigation and Audit Costs. Contractor shall reimburse County (by direct payment or County withholding of payment, at County's sole discretion) 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.

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32. Disallowance. In the event the Contractor receives payment for work under Agreement that is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.
33. Warranty. Contractor agrees that any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this Agreement or by any applicable Uniform Commercial Code warranties.
34. Assignment. This Agreement is assignable by County. Except as to any payment due hereunder, this Agreement is not assignable by Contractor without written approval of County.
35. Delivery. Unless otherwise specified in writing in this Agreement, all shipments shall be F.O.B. point of destination. County shall not be liable for freight or handling charges except as stated in this Agreement. Transportation receipts, if allowed under the Agreement, must accompany invoice.
36. Changes. Changes to this Agreement may only be made by Change Order or amendment. No other modification of this Agreement shall be valid. The Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement (“Change Order”). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.
37. 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.
38. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
39. Time. Time is of the essence for each provision of this Agreement.

REQUIRED FEDERAL PROVISIONS

40. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women’s business enterprises, and labor surplus area firm by:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. 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;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. 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.
41. Clean Air Act and The Federal Water Pollution Control Act.
- a. The 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.
 - b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
 - d. The 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.

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- e. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency, and the appropriate Environmental Protection Agency Regional Office.
- f. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
42. Debarment and Suspension.
- (a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
43. Byrd Anti-Lobbying Amendment. In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-federal funds that takes place in connection with obtaining any covered federal award.
44. Procurement of Recovered Materials.
- (a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
45. Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement shall be included in all subcontracts under this Agreement.
- (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
- (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
46. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:
- (a) Procure or obtain;
 - (b) Extend or renew a contract to procure or obtain; or
 - (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).


COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

COUNTY OF SAN DIEGO:

By:  _____
#NAME Aaron Ramirez, GRP
#TITLE
#DATE 10..18.2022

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
#NAME
#TITLE
#DATE

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING

EXHIBIT A – STATEMENT OF WORK

1. SCOPE OF WORK

The County of San Diego (County) Health and Human Services Agency (HHS) Public Health Laboratory (PHL) has a requirement for Biomek i7 (MC + Span-8) automated liquid handling workstations, Biomek i7 mobile workstations, as-needed maintenance, training, and reagents. The processing robots will mechanize the processing of samples for sequencing of COVID-19 samples, reducing human repetitive tasks and improving accuracy and efficiency. PHL requires the use of equipment and laboratory supplies to ensure continuation of accurate, reliable, and valid test results as well as expand molecular sequencing efforts. These instruments will expand the capacity for testing, which will allow the Lab to quickly respond to outbreaks and identify the infectious diseases involved.

2. SPECIFICATIONS

- 2.1. Biomek i7 (MC + Span-8) with enclosure automated liquid handling workstations to automate library preparations and quantification of samples for sequencing.
- 2.2. Biomek i7 (MC + Span-8) automated liquid handling workstations. Minimum Requirements:
 - 2.2.1. Environmental Conditions: Altitude up to 2000 m/indoor use only
 - 2.2.2. Installation Category: II
 - 2.2.3. Power Requirements: 100-240 VAC, 50/60 Hz, 10 A
 - 2.2.4. Operating System: Windows 10
 - 2.2.5. Display: 22" controller screen
 - 2.2.6. Operating Modes: Semi-automated, manual, controlled by operator
 - 2.2.7. Materials: ABS cover, acrylic panels, aluminum chassis
 - 2.2.8. Finish: High-gloss paint, hardcoat anodized coating
 - 2.2.9. Temperature Range: 10° C to 30° C
 - 2.2.10. Humidity Restrictions: 20% - 85% (non-condensing) at 30° C
 - 2.2.11. Maximum Height (with door open): 147 cm
- 2.3. Installation must include worker familiarization (basic operator training) of system and onsite training with demonstration of instrument qualification and performance within a set of mutually agreed upon working parameters.
- 2.4. On-site method implementation to include: onsite programming of two Illumina Nextera DNA Methods onto Biomek i7 and transfer of those methods to other Biomek i7 as required.
- 2.5. Installation Qualification (IQ);
 - 2.5.1. In addition to manufacturer's specifications, IQ will include suitable positioning for use and operator-performed maintenance and cleaning, waste disposal and usable restocking. Liquid-handling operations as agreed upon will be installed and troubleshooting completed.
- 2.6. Performance Qualification (PQ)
 - 2.6.1. Upon the completion of IQ, PQ will be conducted per the manufacturer's specifications and will additionally provide documentation of specified liquid volume delivery for each programmed step.
 - 2.6.2. For specified on-site programs that are installed, PQ will document the liquid volume delivery, the tube placement and appropriate mixing and transfer steps to fulfill the program needs.
- 2.7. Training Requirements:
 - 2.7.1. E-Learning, Biomek i-Series Theory of Liquid Handling
 - 2.7.2. E-Learning, Biomek i-Series Basic System Overview
 - 2.7.3. In-person on-site training: Beginner Biomek i-Series Method Programming.
- 2.8. Maintenance Requirements:
 - 2.8.1. Provide annual preventive maintenance checks and repair service on the equipment conforming to manufacturer's specifications.
 - 2.8.2. Maintain and update system database and/or software.
 - 2.8.3. Maintenance shall include all work required to maintain equipment in good operating condition.
 - 2.8.4. Equipment shall be in good working condition and placed into operation; in the event of equipment failure, Contractor shall provide option to repair or replace equipment.
 - 2.8.5. Service contracts must be available that include unlimited labor and guaranteed on-site engineer within one (1) working day once instrument diagnosis has been performed.
 - 2.8.6. Must have availability of technical support line for applications related questions must be available for a minimum of five days per week.
- 2.9. Compatible Biomek i7 Pipetting, Kits, Support, Modules, Integration parts and software, mounting requirements, shaker, and other device support items and/or consumables and reagents as required.
- 2.10. No minimum purchase shall be required of any devices, consumables, reagents, maintenance, and/or training.

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3. DELIVERY REQUIREMENTS

- 3.1. White Glove delivery services
- 3.2. All shipments shall include a packing slip/delivery ticket.
- 3.3. Delivery Address shall be addressed to the County of San Diego Public Health Lab unless otherwise requested in writing at a different location.
County of San Diego
DEHQ – Public Health Lab
5570 Overland Avenue, Suite 103
San Diego, CA 92123
- 3.4. Delivery hours shall be between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.
- 3.5. All equipment and supplies ordered shall be delivered within thirty (30) calendar days from the date the order was placed. If the delivery date falls on a County Holiday, the delivery shall take place on the next County business day following the holiday. County Holidays are listed below:
New Year’s Day, January 1 (or nearest Monday or Friday)
Martin Luther King, Jr. Day, Third Monday in January
President’s Day, Third Monday in February
Cesar Chavez Day, March 31 (or nearest Monday or Friday)
Memorial Day, Last Monday in May
Juneteenth, June 19 (or nearest Monday or Friday)
Independence Day, July 4 (or nearest Monday or Friday)
Labor Day, First Monday in September
Veterans Day, November 11 (or nearest Monday or Friday)
Thanksgiving Day, Fourth Thursday in November
Day after Thanksgiving, Fourth Friday in November
Christmas Day, December 25 (or nearest Monday or Friday)

4. GENERAL AND REPORTING REQUIREMENTS

- 4.1. Vendor shall accept the County’s Procurement Card e-check or paper check as methods of payment. Pricing will remain the same regardless of payment type.
- 4.2. Reporting
 - 4.2.1. Contractor shall provide reporting request to the Contracting Officer’s Representative (COR) or designee annually or upon request.
 - 4.2.2. All reports shall be provided in Excel format unless otherwise noted. Reports shall consist of the following:
Date of invoice
Line-item description (including maintenance services)
Quantity ordered
Unit price and extension
Subtotal
Sales Tax (if applicable)
Total amount due

5. INVOICING

- 5.1. To ensure payment according to the County’s net thirty (30) payment terms, Contractor shall provide invoices/monthly statements via email at PHS.PHLabInvoice.HHSA@sdcountry.ca.gov
- 5.2. Upon receipt of an acceptable invoice, payment for goods/services received shall be made in accordance with County standard terms. Invoices must include the following:
Contractor’s name, address, and telephone number
County Contract Number
Date of invoice
Full name of County employee, Department or Branch
Bill to address
Item SKU or manufacturer number
Product name and description
Quantity ordered
Quantity shipped
Contract price and extension
State sales and/or use tax
Total invoice price

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- 5.3. Only new products shall be accepted. Equipment that has been used in any way, refurbished, reconditioned, or gray market is absolutely unacceptable and will be rejected and returned.
- 5.4. The County shall be given credit for damaged and returned items within five (5) business days.
- 5.5. There shall be no restocking fees or other charges for returns of damaged or incorrect items.
- 5.6. Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent.

**COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING**

EXHIBIT B – INSURANCE REQUIREMENTS

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) appropriate to the professional services provided by Contractor under this contract.

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 occurrence or 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
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

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HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING

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

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 written 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 Contract.
- 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.

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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.

**COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING**

EXHIBIT C – PAYMENT SCHEDULE

THE PAYMENT SCHEDULE IS POSTED TO BUYNET

AS A SEPARATE EXCEL ATTACHMENT

Bidders should be sure to read and complete, in its entirety, the Payment Schedule.

Award will be made to the lowest, responsive, responsible bidder based on the total price for the entire contract term as stated on the Payment Schedule.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB) # 12013
HEALTH AND HUMAN SERVICES AGENCY
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Payment Terms.

Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, or (ii) County receipt of a correct and substantiated invoice. Payment shall be deemed to have been made on the date the County submits electronic payment or mails a warrant or check. Contractor may offer County a prompt payment discount or other more favorable payment terms at any time during the term of the Agreement, which the County may accept or not accept at its discretion. If Contractor qualifies as a Small Business or Veteran Owned Business, County may authorize more favorable payment terms in accordance with Board of Supervisor's Policy B-53 Small Business Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program.

Prices

Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in this Agreement. Bidder accepts the risk of any changes to bidder's costs during the term of the Agreement.

Estimated Quantities

Any estimated quantities are provided solely for evaluation of bids and are not guarantees by the County. The successful bidder(s) shall not be entitled to price adjustment or other relief on the basis of any variance from estimated quantities.

Price Adjustments

Manufacturer's Increases

1. If a manufacturer's general price to the trade or industry increases after the first six (6) months of the Agreement, Contractor may request an increase to the affected line item(s), provided that costs to the Contractor increased by more than five (5) percent and that such cost increase was not known or reasonably knowable to Contractor at the time of bid.
2. Requests for price increases must be in writing and include the following:
 - 2.1. item name
 - 2.2. date and amount of manufacturer's price increase
 - 2.3. supporting documentation from the manufacturer
 - 2.4. amount of and justification for requested price increase

HEALTH AND HUMAN SERVICES AGENCY, PUBLIC HEALTH LAB
 MICROBIOLOGICAL SYSTEMS MAINTENANCE AND CONSUMABLES

REQUEST FOR BID (RFB) # 12013
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
BIOMEK i7 WORKSTATIONS, REAGENTS, MAINTENANCE AND TRAINING
EXHIBIT C - PAYMENT SCHEDULE

To be completed by Bidder

Grand Total (Basis of Award)
\$ 1,063,739.00

Lead Time	30 Days from order acceptance; Line #25, SpectraMax has a lead time of 60 days from
Additional Information	Quantities of items quoted here are based on the assumption that the following list of components will be transferred from

#	DESCRIPTION	Initial Year Date of Award - 10/31/2023				Option Year 1 11/1/2023 - 10/31/2024			
		UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE	UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE
1	Biomek i7 Molecular Sequencing Unit with enclosure (MC + Span-8)	EACH	2	\$ 246,222.00	\$ 492,444.00				
2	Biomek i7 Molecular Sequencing Unit (MC + Span-8) - Software License and One-Year Device Warranty	YEAR	2	\$ -	\$ -				
3	Mobile Workstation, i7	EACH	2	\$ 10,600.00	\$ 21,200.00				
4	White Glove Delivery Service for workstations and sequencing units	LUMPSUM	1	\$ -	\$ -				
5	Biomek i-Series Installation Service including Basic Operator Training	EACH	2	\$ 5,325.00	\$ 10,650.00				
6	On-Site Method Implementation: Onsite programming of 2 Illumina Nextera DNA Methods onto Biomek i7 #1 and transfer of those methods to Biomek i7 #2.	EACH	2	\$ 12,865.00	\$ 25,730.00				
7	Training E-Learning, Biomek i-Series Theory of Liquid Handling	EACH	2	\$ -	\$ -				
8	Training E-Learning, Biomek i-Series Basic System Overview	EACH	2	\$ -	\$ -				
9	In-person onsite training: i-Series Biomek Method Programming Customer Training for Beginner	EACH	2	\$ 7,624.00	\$ 15,248.00				
10	Installation Qualification (IQ) - SOW 2.5	EACH	2	\$ 2,518.00	\$ 5,036.00				
11	Operational Qualification (OQ) - SOW 2.6	EACH	2	\$ 17,347.00	\$ 34,694.00				
12	Pipetting head, MC96, 1 - 300 uL	EACH	2	\$ 15,084.00	\$ 30,168.00	EACH	2	\$ 15,084.00	\$ 30,168.00
13	Biomek Method Launcher	EACH	2	\$ 4,715.00	\$ 9,430.00	EACH	2	\$ 4,715.00	\$ 9,430.00
14	Kit, Rear Module, i7	EACH	2	\$ 1,811.00	\$ 3,622.00	EACH	2	\$ 1,811.00	\$ 3,622.00
15	Kit, Side Module, i-Series	EACH	2	\$ 5,716.00	\$ 11,432.00	EACH	2	\$ 5,716.00	\$ 11,432.00

HEALTH AND HUMAN SERVICES AGENCY, PUBLIC HEALTH LAB

#	DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE	UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE
16	Kit, Side Support	EACH	2	\$ 3,668.00	\$ 7,336.00	EACH	2	\$ 3,668.00	\$ 7,336.00
17	1X1 TIP LOAD ALP	EACH	28	\$ 530.00	\$ 14,840.00	EACH	28	\$ 530.00	\$ 14,840.00
18	ALP, 1x1 static	EACH	7	\$ 474.00	\$ 3,318.00	EACH	7	\$ 474.00	\$ 3,318.00
19	ALP, 1x3 static	EACH	4	\$ 1,357.00	\$ 5,428.00	EACH	4	\$ 1,357.00	\$ 5,428.00
20	Kit, Integration, Rear - High-capacity Trash on i- Series	EACH	2	\$ 3,049.00	\$ 6,098.00	EACH	2	\$ 3,049.00	\$ 6,098.00
21	ALP, Mounting plate	EACH	4	\$ 233.00	\$ 932.00	EACH	4	\$ 233.00	\$ 932.00
22	ORBITAL SHAKER ALP	EACH	2	\$ 12,277.00	\$ 24,554.00	EACH	2	\$ 12,277.00	\$ 24,554.00
23	ALP, VIBRATION ISOLATION PLATE	EACH	2	\$ 243.00	\$ 486.00	EACH	2	\$ 243.00	\$ 486.00
24	Static Peltier ALP Ship Kit	EACH	1	\$ 7,907.00	\$ 7,907.00	EACH	1	\$ 7,907.00	\$ 7,907.00
25	MD SpectraMax M2 Multimode Plate Reader	EACH	1	\$ 44,683.00	\$ 44,683.00	EACH	1	\$ 44,683.00	\$ 44,683.00
26	Kit, Integration - Spectramax on i-Series	EACH	1	\$ 2,382.00	\$ 2,382.00	EACH	1	\$ 2,382.00	\$ 2,382.00
27	Kit, Integration, ColdPlate, Deck on i-Series	EACH	2	\$ 2,992.00	\$ 5,984.00	EACH	2	\$ 2,992.00	\$ 5,984.00
28	Thermo ATC 96 Well Thermal Cycler, 3m Cable	EACH	1	\$ 15,801.00	\$ 15,801.00	EACH	1	\$ 15,801.00	\$ 15,801.00
29	Kit, Integration, Deck - ATC on i-Series	EACH	1	\$ 3,692.00	\$ 3,692.00	EACH	1	\$ 3,692.00	\$ 3,692.00
30	Kit, Labware Feeder	EACH	1	\$ 7,526.00	\$ 7,526.00	EACH	1	\$ 7,526.00	\$ 7,526.00
31	Kit, Mounting, Right - Labware Feeders on i-Series	EACH	1	\$ 1,667.00	\$ 1,667.00	EACH	1	\$ 1,667.00	\$ 1,667.00
32	Kit, Installation - i-Series Workstation	EACH	1	\$ 1,191.00	\$ 1,191.00	EACH	1	\$ 1,191.00	\$ 1,191.00
33	Cable, CAN Interface, 160 CM (63 Inches) Length	EACH	2	\$ 180.00	\$ 360.00	EACH	2	\$ 180.00	\$ 360.00
34	Warranty for Initial Year / Extended Warranty for Option Year 1	YEAR	1	\$ -	\$ -	YEAR	1	\$ -	\$ -
35	Maintenance Service (per SOW 2.8) <input checked="" type="checkbox"/> Check here if these services are included in Warranty	EACH	2	\$ -	\$ -	EACH	2	\$ 31,781.50	\$ 63,563.00
36	POTENTIAL DISCOUNT: Trade-In Biomek i5 Span-8	EACH	1	\$ 20,000.00	\$ (20,000.00)				
37	POTENTIAL DISCOUNT: Trade-In Biomek Mobile Workstation, i5	EACH	1	\$ 2,000.00	\$ (2,000.00)				

HEALTH AND HUMAN SERVICES AGENCY, PUBLIC HEALTH LAB

#	DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE	UOM	EST QTY	UNIT PRICE	EXTENDED UNIT PRICE
38	POTENTIAL DISCOUNT: Trade-In Table, 1.0M x 1.0M (147032)	EACH	1	\$ 500.00	\$ (500.00)				
INITIAL TERM TOTAL					\$ 791,339.00	OPTION YEAR 1 TOTAL			\$ 272,400.00

DO NOT INCLUDE SALES TAX WITH PRICING. PRICING MUST INCLUDE COST OF DELIVERY AND ALL APPLICABLE FEES.

Franklin Young International, Inc.

Helping America Lead the World™



#GS-07F-0636W

Laboratory Instruments, Supplies, OEM service

NAICS: 334516
analytical instruments

333415
laboratory refrigerators/freezers

532490ESA
equipment service agreements

Core Competencies

- centrifuges
- flow cytometers
- particle counters
- liquid handling, plate readers
- GC, LC, ICP, MS, AA, FTIR, UV-Vis, CHN
- gamma/scintillation counters
- Falling Number, NIR, DA
- lab refrigerators
- lab freezers, glassware washers
- incubators, air isolators
- thermal analysis
- water purification systems
- spectrophotometers
- reagents, chemicals, standards, kits
- fume hoods, furnaces, sterilizers
- lab ovens, concentrators
- PCR, thermal cyclers, DNA analyzers
- autopsy and pathology tables
- cadaver lifts and carriers
- body refrigerators
- manometry, reflux monitoring
- OEM service contracts
- portable gas detectors

CHECK OUT OUR COOL NEW WEBSITE!

Franklin Young International, Inc.
1042 N. Mountain Ave, Ste 310
Upland, CA 91786
UEI #EDQMKDZR8L13

www.franklinyoung.com

Please direct sales inquiries and product questions to:
Aaron Ramirez, Government Resource Professional

aaron@franklinyoung.com
909-303-0790

Franklin Young International, Inc.

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GSA GS-07F-0636W
Contract Holder
36F79720D0158
Federal Supply
Schedule Contract



SPE2DE-21-D-0014
DLA Ecat Contract
VA797H-16-D-0024
VA HTME Contract

1042 N. Mountain Ave, Ste 310
Upland, CA 91786

Cage Code: 59UAO
Duns: 113785385
FEIN: 26-3753595
VA Vendor# 39176
VA UEI# EDQMKDZR8L13

Aaron Ramirez
Government Resource Professional
909-303-0790

Please send purchase orders to -
aaron@franklinyoung.com

Please reference quote # on PO

Quote # AR- **221018**

Date 10/18/2022

Valid To 12/16/2022

Terms: Net30

If paying with credit card, please add 4%

FOB Destination

free dock-to-dock shipping

Lina Kim
HHS Public Health Lab DEHQ
5570 Overland Avenue Suite 103
San Diego, CA 92123

Phone 858-505-6376

Email lina.kim@sdcounty.ca.gov



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LN	Item No.	Description	UOM	Qty	Price	Extension
1	C02854	On-Site Method Implementation (Tier 3):	EA	2	\$12,865.00	\$25,730.00
2		Includes:				
3		Onsite programming of 2 Illumna Nextera DNA				
4		Methods onto Biomek i7 #1 and transfer of those				
5		methods to Biomek i7 #2 (below).				
6	Trade-In Discount	Biomek i5 Span-8 Trade-in	EA	1	(\$20,000.00)	(\$20,000.00)
7	Trade-In Discount	i5 Mobile Workstation	EA	1	(\$2,000.00)	(\$2,000.00)
8	Trade-In Discount	Table, 1.0M X 1.0M(147032)	EA	1	(\$500.00)	(\$500.00)
9	B87585	BIOMEK i7 #1:	EA	1	\$246,222.00	\$246,222.00
10		Biomek i7 Hybrid (MC + Span-8) with enclosure				
11	B87590	Pipetting head, MC96, 1 - 300 uL	EA	1	\$15,084.00	\$15,084.00
12	B85329	Biomek Method Launcher	EA	1	\$4,715.00	\$4,715.00
13	C05012	Kit, Rear Module, i7	EA	1	\$1,811.00	\$1,811.00
14	C05009	Kit, Side Module, i-Series	EA	2	\$5,716.00	\$11,432.00
15	C42740	Kit, Side Support	EA	1	\$3,668.00	\$3,668.00
16	C02613	Mobile Workstation, i7	EA	1	\$10,600.00	\$10,600.00
17	C02867	1X1 TIP LOAD ALP	EA	14	\$530.00	\$7,420.00
18	B87477	ALP, 1x1 static	EA	7	\$474.00	\$3,318.00
19	B87478	ALP, 1x3 static	EA	2	\$1,357.00	\$2,714.00
20	C42752	Kit, Integration, Rear - High-capacity Trash on iSeries	EA	1	\$3,049.00	\$3,049.00
21	B87485	ALP, Mounting plate	EA	2	\$233.00	\$466.00
22	379448	ORBITAL SHAKER ALP	EA	1	\$12,277.00	\$12,277.00
23	C02750	ALP, VIBRATION ISOLATION PLATE	EA	1	\$243.00	\$243.00
24	A93938	Static Peltier ALP Ship Kit	EA	1	\$7,907.00	\$7,907.00
25	A99031	MD SpectraMax M2 Multimode Plate Reader	EA	1	\$44,683.00	\$44,683.00
26	C05029	Kit, Integration - Spectramax on i-Series	EA	1	\$2,382.00	\$2,382.00
27	C67966	Kit, Integration, ColdPlate, Deck on i-Series	EA	1	\$2,992.00	\$2,992.00

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28	C11682	Thermo ATC 96 Well Thermal Cycler, 3m Cable	EA	1	\$15,801.00	\$15,801.00
29	C05021	Kit, Integration, Deck - ATC on i-Series	EA	1	\$3,692.00	\$3,692.00
30	B50590	Kit, Labware Feeder	EA	1	\$7,526.00	\$7,526.00
31	C02623	Kit, Mounting, Right - Labware Feeders on i-Series	EA	1	\$1,667.00	\$1,667.00
32	C05753	Kit, Installation - i-Series Workstation	EA	1	\$1,191.00	\$1,191.00
33	B14088	CABLE, CAN INTERFACE, 160 CM (63 INCHES) LENGTH	EA	1	\$180.00	\$180.00
34	B87585	BIOMEK i7 #2:	EA	1	\$246,222.00	\$246,222.00
35		Biomek i7 Hybrid (MC + Span-8) with enclosure				
36	B87590	Pipetting head, MC96, 1 - 300 uL	EA	1	\$15,084.00	\$15,084.00
37	B85329	Biomek Method Launcher	EA	1	\$4,715.00	\$4,715.00
38	C05012	Kit, Rear Module, i7	EA	1	\$1,811.00	\$1,811.00
39	C42740	Kit, Side Support	EA	1	\$3,668.00	\$3,668.00
40	C02613	Mobile Workstation, i7	EA	1	\$10,600.00	\$10,600.00
41	C02867	1X1 TIP LOAD ALP	EA	14	\$530.00	\$7,420.00
42	B87478	ALP, 1x3 static	EA	2	\$1,357.00	\$2,714.00
43	C42752	Kit, Integration, Rear - High-capacity Trash on iSeries	EA	1	\$3,049.00	\$3,049.00
44	B87485	ALP, Mounting plate	EA	2	\$233.00	\$466.00
45	379448	ORBITAL SHAKER ALP	EA	1	\$12,277.00	\$12,277.00
46	C02750	ALP, VIBRATION ISOLATION PLATE	EA	1	\$243.00	\$243.00
47	C67966	Kit, Integration, ColdPlate, Deck on i-Series	EA	1	\$2,992.00	\$2,992.00
48	B14088	CABLE, CAN INTERFACE, 160 CM (63 INCHES) LENGTH	EA	1	\$182.00	\$182.00
49	B87508	Training E-Learning, Biomek i-Series Theory of Liquid Handling	EA	2	\$0.00	\$0.00
50	B87509	Training E-Learning, Biomek i-Series Basic System Overview	EA	2	\$0.00	\$0.00
51						
52						
53						
54						
55	C30266	Biomek i7 Dual or Hybrid OQ	EA	2	\$17,347.00	\$34,694.00
56	C30262	Biomek i-Series IQ	EA	2	\$2,518.00	\$5,036.00

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57	C02782	Biomek i-Series Installation Service including Basic Operator Training	EA	2	\$5,325.00	\$10,650.00
58	C02855	On-Site Biomek Method Programming Customer Training for Beginner	EA	2	\$7,624.00	\$15,248.00
59						
60						
61		Optional Items -				
62		C04513 PT ALP, Static Peltier Service Contract QTY 2 \$1,084.68 EA				
63		C04516 PT ALP, Orbital Shaker Service Contract QTY 2 \$1,480.28				
64		C04085 PT Biomek i7 Hybrid with enclosure Service Contract QTY 2 \$26,437.12				
65		C04507 PT MC96 300 uL Head Service Contract QTY 2 \$4,259.60				
66						
67		One of these quoted systems will require an additional order if Trade-ins are not executed AND a duplicate system is needed.				
68						
69						
70		Trade-in Model Biomek i5				
71		Serial Number B8758418E03				
72		Primary Contact Syreeta Steele				
73		Phone 619-542-4054				
74		Email Syreeta.Steele@sdcounty.ca.gov				
75		Pick-up Location 3851 Rosecrans St, Suite 716, San Diego, CA				
76		Comments i5 Trade-in with Mobile Workstation and 1x1 table are optional items on the bid. On Deck				
77		devices will be removed (i.e. 1x1ALPs, etc as noted on "quote notes"				
78						

Total Quote **\$791,341.00**

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION
DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1


Name of certified DVBE: Franklin Young International, Inc. DVBE Ref. Number: 1033180
Description (materials/supplies/services/equipment proposed): laboratory instruments, supplies, OEM service
Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

<u>Ron Franklin</u> (Printed Name of DV Owner/Manager)	 (Signature of DV Owner/ Manager)	<u>10.18.2022</u> (Date Signed)
_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/Manager)	_____ (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

_____ (Printed Name)	_____ (Signature)	_____ (Date Signed)
_____ (Address of Owner)	_____ (Telephone)	_____ (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Manager)	_____ (Signature of DV Manager)	_____ (Date Signed)
---------------------------------------	------------------------------------	------------------------