



REQUEST FOR PROPOSAL

2026-RFP-0001

NETWORK INFRASTRUCTURE ASSESSMENT

County of Sacramento

9660 Ecology Lane

Sacramento, CA 95827

RELEASE DATE: February 2, 2026

DEADLINE FOR QUESTIONS: February 16, 2026

RESPONSE DEADLINE: March 9, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/saccounty>

County of Sacramento  
REQUEST FOR PROPOSAL  
Network Infrastructure Assessment

- 1. Definitions .....
- 2. Introduction.....
- 3. Proposer's Instructions .....
- 4. Basis for Award.....
- 5. Final Acceptance.....
- 6. Project Details.....
- 7. Vendor Submissions.....
- 8. Sacramento County Standard Terms and Conditions.....
- 9. Additional Terms and Conditions.....
- 10.Environmental Purchasing Policy .....

## 1. Definitions

**Response:** The written, signed and sealed complete document(s) submitted according to the proposal instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

**Request/Proposal/Bid:** The completed and released solicitation, including all subsequent addenda, made publicly available to all prospective proposers.

**We/Us/Our:** Terms that refer to the County of Sacramento, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

- Purchasing - the Contracts and Purchasing Services Division of the Department of General Services.
- Department/Division – The department or division requesting the goods or services contained in this request, for which this Proposal is prepared and which will be the end user of the requested goods or services.
- Constituency – the client base or County population which may benefit from the procurement of goods and/or services requested herein.

**You/Your:** Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier - A business entity engaged in the business of providing services.
- Proposer - A business entity submitting a Response to this proposal. Suppliers which may express interest in this proposal, but who do not submit a Response, have no obligations with respect to the proposal requirements.
- Contractor - The Proposer(s) whose Response to this proposal is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this proposal.
- Contractor's Employee - All persons who can be offered to provide the services described in the proposal. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

**Mandatory:** A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

**Default:** A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

**Cancellation/Termination:** A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

**“Or Equal”:** A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a proposal document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

## 2. Introduction

### 2.1. Summary

The scope of work for this RFP is to deliver a thorough Network Infrastructure Assessment for the County of Sacramento.

The goal is to understand the security and efficiency of the County's Network to meet the needs of County of Sacramento departments and constituents currently and in the future. This RFP seeks qualified vendors capable of providing the expertise needed to perform a thorough Network Infrastructure Assessment.

### 2.2. Background

Sacramento County was incorporated in 1850 as one of the original 27 counties of the State of California. A five-member elected Board of Supervisors serves as the government body of the County, establishing policy and exercising legislative authority. The County Executive, appointed by the Board, serves as the Chief Executive Officer of the County and is generally responsible for the County's day-to-day operations. Sacramento County has an estimated population of 2.1 million residents. The County is staffed by approximately 12,000 full-time employees and manages an annual budget of almost \$5.8 billion.

This RFP is required to award a contract(s) to perform an assessment of the County's Network environment. The Contract(s) will provide for specialized services as outlined in this RFP and may need approval of by the County Board of Supervisors before work can begin.

The County intends to issue a 1 (one) year contract with the ability to extend for up to 4 (four) additional 1 (one) year periods.

### 2.3. Contact Information

Any inquiries or requests regarding this solicitation must be submitted via OpenGov. Contact with unauthorized County personnel during the selection process may result in disqualification.

**Chris Anderson**

Senior Contract Services Officer  
9660 Ecology Ln.  
Sacramento, CA 95827  
Email: [andersonch@saccounty.gov](mailto:andersonch@saccounty.gov)  
Phone: [\(916\) 874-7034](tel:(916)874-7034)

**Department:**

DGS: CAPSD - Procurement

**Department Head:**

Brandalyn Tramel  
Purchasing Agent

2.4. Timeline

<b>Release Project Date</b>	February 2, 2026
<b>Question Submission Deadline</b>	February 16, 2026, 3:00pm
<b>Addendum Issued (if necessary)</b>	February 20, 2026, 3:00pm
<b>Submission Deadline</b>	March 9, 2026, 3:00pm
<b>Award Contract</b>	March 31, 2026

### 3. Proposer's Instructions

**General Format:** Respond to all requests for information and completion of forms contained in this Request for Proposal. You may use additional sheets as necessary. A qualifying response must address all items. Brochures and advertisements will not be considered a complete reply to requests for information and will not be accepted as such. Proposer is solely responsible for accuracy and completeness of proposal response and for electronically separating confidential documents when submitting their response through [SacCountyEbids](#). Responses considered incomplete may be rejected.

**Alteration of Proposal Text:** the original text of this proposal document, as well as any attachments, amendments or other official correspondence related to this proposal document, may not be manually, electronically or otherwise altered by proposer or proposer's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

**Preparation of Response:**

- A. All responses must be signed by an authorized officer or employee of the responder.
- B. Responses must be submitted prior to the specified date and time, using the [SacCountyEbids](#). Responses delivered by hand, fax, telephone, e-mail, or any postal carrier will not be accepted. If bidder uploads a file to [SacCountyEbids](#), it is bidder responsibility to ensure the file is not corrupt or damaged. If County is unable to open an attachment because it is damaged, corrupt, infected, etc., it may disqualify bidder's submission. See this [training guide](#) for guidance entering your online response.
- C. Time of delivery must be stated as the number of calendar days following receipt of the order by the proposer to receipt of the goods or services by the County.
- D. Time of delivery may be a consideration in the award.
- E. Prices will be considered as net if no cash discount is offered. If a discrepancy between the unit price and the item total exists, the unit price prevails.
- F. Shipping Terms: N/A; Payment Terms: NET/30.

**Confidential Information/Public Record:** All responses become property of the County. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** (see "Confidential" section in Vendor Submissions) as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

## 4. Basis for Award

This proposal award will be determined by factors other than price alone. The County's sole purpose in the evaluation process is to determine from among the Responses received, which one is best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one proposal is superior to another, but simply that in our judgment the proposal(s) we select offer(s) the best overall solution for our current and anticipated needs. The County reserves the right to make modifications to any scoring and/or weight structure prior to the evaluation of responses. The responses will remain sealed during the proposal evaluation period, and will be made available for public inspection upon notice of proposal award.

**Bid responses will be considered valid for a period of 120 calendar days after bid closing date above.**

**Note:** All specifications, terms and conditions of this request will apply to any resulting order.

### 4.1. Scoring Criteria

Proposals will be scored on pricing and other factors in your proposal such as ability to meet the requirements of the RFP, experience, references, risk assessment, etc. Contract(s) will be awarded to the highest scoring proposer(s).

### 4.2. Proposal Award

All specifications, terms and conditions of this request will apply to any resulting order.

The County reserves the right to make a single award, multiple awards, or no award at all to this RFP, or to procure any materials, equipment or services specified in this RFP by any other means, or to determine that no project will be pursued. In addition, the RFP may be amended, canceled, or reissued as necessary to meet requirements. The County reserves the right to waive or correct any informalities and minor irregularities in proposals received. The County reserves the right prior to proposal submission deadline, to modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals.

The evaluation factors reflect the totality of considerations to be used in evaluating the requested Proposal responses. While cost is important, other factors are also significant, and the County may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality product and services and will achieve the project's goals and objectives.

### 4.3. Evaluation Phases

All proposals will be evaluated by a County designated Evaluation Committee consisting of key County stakeholders. All proposals will be evaluated using the same criteria and with the same amount of possible points. Evaluations will be based on the criteria listed below, which correspond to information requested in various sections of the proposal:

The evaluation process will be completed in two phases. The first phase will evaluate the timely submitted written proposals including Risk Assessment, Organization and Experience and the Description of Services submittals. Proposals that do not include all relevant required forms and

sections, or do not meet minimum qualifications, are subject to rejection without further evaluation. Based on the scores from the proposal evaluation, the Evaluation Committee will determine which Proposers will be invited to participate in the second phase.

The second phase will evaluate proposer interviews, cost information and customer references. Phase 2 will consist of an in-person/Microsoft Teams video conference interview from each invited Proposer. The interviews may be held on-site at a County facility. Interview questions will be scripted so that each Proposer follows a standardized outline; the County is not interested in a corporate or sales presentation. Proposers must be prepared to demonstrate their understanding of any requirement outlined within the proposal. The County reserves the right to ask additional questions during interviews to clarify the scope and content of the submitted written proposal and verbal responses.

Points from Phase 1 (proposal review) will not be factored into the Phase 2 (interview, cost and references) evaluations.

During the course of evaluations, the Evaluation Committee may:

- Choose to contact officials from other jurisdictions regarding the Proposer, their prior work experience, and their ability to successfully complete the scope of services. The County may coordinate independent site visits to other jurisdictions to understand the product and services in a working environment.
- Request clarification or additional information from a Proposer in order to assist in the evaluation process. This process may not be used as an opportunity to submit missing documentation, change pricing, or make major revisions to the original response.
- Request work product examples for any documentation deliverables outlined in this proposal.
- Require changes in the scope of services, as deemed necessary by the County, before Contract execution.
- Invite additional Proposers from Phase 1 to participate in Phase 2 evaluations.

Phase 1

Appendix U Description of Services

Appendix S Organization and Experience

Phase 2

Proposer's Interview

Appendix I Total Costs

Proposer's References

## 5. Final Acceptance

### **Equipment/Supplies/Services**

The County of Sacramento will agree to final acceptance only after the supplied equipment, product or service is tested and is found to perform within acceptable standards of operation, is in compliance with all published and implied performance standards, and is considered by the County to be ready for practical application.

## 6. Project Details

### 6.1. [Important Instructions for Electronic Submittal](#)

The County is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at [Sign Up \(opengov.com\)](https://opengov.com). Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

### 6.2. [Downloading Required Submittals](#)

The required documents for submittal must be downloaded from the Opengov website and not from the downloaded RFP document, attempting to download from the RFP document will result in a broken link message.

If you experience technical difficulties with the Opengov site, use the help function in the lower right corner of your screen, the County does not own or maintain Opengov.

### 6.3. [Scope of Work or Project Details](#)

The required submittal documents making up the project details for this RFP are located in the Vendor Submission section of this RFP.

### 6.4. [Contractor Responsibilities Instructions:](#)

#### **Implementation**

County recognizes that the involvement, understanding and commitment of employees are essential to the successful implementation of the proposed network infrastructure assessment solution. As such, County employees will assist in all key process modifications and be involved in any changes or decisions that may be required based on any recommendations.

- The successful Contractor, with appropriate involvement from County employees, must provide all professional services required to implement the proposed network infrastructure assessment solutions.
- The Contractor may submit multiple recommendation options which can be discussed with the County if they are awarded the contract, and each option must have its own specific Appendix I Pricing document submitted. The County would like to understand available Proposer service offerings.

#### **Enhancements and Updates**

Any enhancements needed to satisfy the requirements outlined in this RFP must be included as part of the services rendered core product and identified in the proposal.

All updates provided to the County should continue to be subject to the terms and conditions of any existing service agreements, i.e. any existing cell phone or circuit contracts/agreements that are in place.

### **Project Schedule**

The Contractor will work with the County to develop a project schedule after contract award.

### **Place of Performance**

The location of worksite, if applicable, will be 799 G Street Sacramento, CA 95814.

The Proposer must outline in the proposal the planned on-site time and costs associated with providing on-site resources. The County does not pay for travel expenses; these must be factored into the total cost of the project proposal and included in Appendix I - Pricing.

### **Deliverables**

The following section outlines the high-level project deliverables. Some deliverables will be the sole responsibility of the awarded Proposer, while others will be a shared responsibility of both the Proposer and Sacramento County.

All deliverables become the property of Sacramento County.

## **6.5. [Network Assessment Scope](#)**

General:

Contractor may need FTI clearance depending on whether the firm/contractors have access to the data in the environment.

For each area, the chosen vendor will be expected to include findings as well as suggest improvements.

### **Network Infrastructure Scope Overview**

The network infrastructure assessment will encompass a comprehensive review of design, architecture, and operational practices to ensure optimal performance, security, and scalability. Key focus areas include evaluating the current topology for efficiency, verifying segmentation to protect critical systems, and assessing redundancy and failover mechanisms for high availability. Hardware health checks, firmware updates, and lifecycle management will be conducted to maintain reliability and plan for future upgrades. Compliance with regulatory standards and adherence to industry best practices will be validated, supported by accurate documentation of network diagrams and configurations. Additionally,

the assessment will address scalability for future growth, recommend technology enhancements, and evaluate staffing levels, skillsets, and organizational readiness to support ongoing network operations effectively.

Network Infrastructure Detail:

### **Network Design and Architecture**

- **Topology Review:** Assess the current network topology to ensure it is optimized for performance and scalability.
- **Segmentation:** Evaluate the segmentation of the network, ensuring that critical systems are isolated and protected.
- **Redundancy and Failover:** Review redundancy and failover mechanisms to ensure they are adequate for maintaining network availability.

### **Hardware and Equipment**

- **Equipment Health:** Check the health and performance of network hardware such as switches, routers, and wireless access points.
- **Firmware and Software Updates:** Ensure all network equipment is running the latest firmware and software updates.
- **Lifecycle Management:** Evaluate the age and condition of network equipment to plan for replacements or upgrades.

### **Compliance and Best Practices**

- **Regulatory Compliance:** Ensure the network meets relevant regulatory and industry standards.
- **Best Practices:** Evaluate the network against best practices for design, security, and performance.

### **Documentation**

- **Network Diagrams:** Ensure that network diagrams are up-to-date and accurately reflect the current network.
- **Configuration Management:** Maintain detailed documentation of network configurations and changes.

### **Future Planning and Recommendations**

- **Scalability:** Assess the network's ability to scale with future growth and technological advancements.
- **Technology Upgrades:** Provide recommendations for network upgrades and new technologies to improve performance and security.

### **Staffing and Organizational Readiness**

- **Staffing Levels**
  - Inventory current personnel supporting network operations (FTEs, contractors).
  - Compare staffing levels to industry benchmarks for similar environments.
  - Identify gaps in coverage (e.g., after-hours support, specialized roles).

- **Skillset and Training**
  - Assess technical competencies in routing, switching, firewalls, wireless, SD-WAN, and cloud networking.
  - Identify training needs or certifications (e.g., CCNA/CCNP, Azure Networking).
  - Evaluate cross-training and redundancy in critical roles.
- **Organizational Structure**
  - Review team structure and reporting lines.
  - Assess collaboration between network, security, and infrastructure teams.
- **Operational Maturity**
  - Evaluate use of automation, orchestration, and Infrastructure as Code (IaC).
  - Review documentation practices, runbooks, and knowledge transfer processes.

## 7. Vendor Submissions

### 7.1. [Proposal Requirements\\*](#)

Did you read through and confirm that you met all of the proposal requirements?

- Yes  
 No

\*Response required

### 7.2. [Please confirm that you have read the County Terms and Conditions and Sample Contract and your company will accept the County's contract terms and conditions](#)

- Please confirm

### 7.3. [2026-RFP-0001 Appendix S Organization and Experience this is a required document, no substitute documents will be accepted.\\*](#)

Please download the below documents, complete, and upload this document.

- [2026-RFP-0001 Appendix S - ...](#)

\*Response required

### 7.4. [2026-RFP-0001 Appendix U Description of Services this is a required document, no substitute documents will be accepted.\\*](#)

Please download the below document, complete, and upload this document, add additional pages as needed to complete each section.

- [2026-RFP-0001 Appendix U - ...](#)

\*Response required

### 7.5. [2026-RFP-0001 Appendix I Pricing this is a required document, no substitute documents will be accepted.\\*](#)

Please download the below document, complete, and upload this document.

- [2026-RFP-0001 Appendix I - ...](#)

\*Response required

### 7.6. [Confidential Company Information \(if applicable\)](#)

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information in this section as part of your response package. Click "File Upload" below to upload your confidential documents.

**7.7. [This section is not required and will not be scored or effect RFP results in any way: Sacramento County Purchasing Alliance \(SCOPA\) information](#)**

Please download the below document for information about SCOPA.

- [2026-RFP-0001 SCOPA ADDENDU...](#)

**7.8. [Please review the attached Network Infrastructure Assessment sample contract](#)**

Please download and review the below documents.

- [2026-RFP-0001 Network Infra...](#)

**7.9. [Contractor Certification of Compliance, part 1\\*](#)**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

**CONTRACTOR hereby certifies that either:**

- (a) the CONTRACTOR is a government or non-profit entity (exempt); or
- (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt); or
- (c) each Principal Owner (25% or more), does not have any existing child support orders; or
- (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

\*Response required

**7.10. [Contractor Certification of Compliance, part 2\\*](#)**

**New CONTRACTOR shall certify that each of the following statements is true:**

- A. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- B. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the

Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at [www.childsup.ca.gov](http://www.childsup.ca.gov).

Please confirm

\*Response required

### 7.11. Solicitation Exceptions\*

Please list all exceptions below referring to name of specific section and (where applicable) paragraph, subsection number, or other identifier. For each exception, please quote the statement(s) to which you are taking an exception, for reference during bid analysis. Exceptions considered excessive or affecting vital terms, conditions or specifications may reduce or eliminate your prospects for award.

Please include the following with every exception (if your company has no exceptions, type "**N/A**" in this field):

- A. Page #
- B. Section#/Title
- C. Exception Description

\*Response required

### 7.12. Non-Collusion Affidavit\*

I state that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- A. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed below in the exceptions field (accept with exceptions).
- B. That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and that they will not be disclosed before proposal opening.
- C. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal/bid or other form of complementary proposal.
- D. The proposal by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- E. My firm, its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted of

or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- F. No current or previous employee of the County of Sacramento (employed by County of Sacramento within the last calendar year) has been involved or is currently involved in any manner, directly or indirectly, with bidder's response or considerations in responding to this request.

I understand and my firm understands and acknowledges that the above representations are material and important, and will be relied upon by the County of Sacramento in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Sacramento of the true facts relating to the submission of proposals/bids for this contract. Any violation of this certification shall render bidder's response invalid. In such a case, bidder's response will be immediately disqualified.

Please confirm

\*Response required

### 7.13. Customer References\*

**Include three (3) Company references here:**

#### Reference 1

- Agency/Company Name
- Project Name
- Project Size (Cost/Unit & Total Cost)
- Project Type
- Year Completed
- Name of Project Manager
- Email Address & Phone Number
- Brief Physical Description of Project

#### Reference 2

- Agency/Company Name
- Project Name
- Project Size (Cost/Unit & Total Cost)
- Project Type
- Year Completed

- Name of Project Manager
- Email Address & Phone Number
- Brief Physical Description of Project

#### Reference 3

- Agency/Company Name
- Project Name
- Project Size (Cost/Unit & Total Cost)
- Project Type
- Year Completed
- Name of Project Manager
- Email Address & Phone Number
- Brief Physical Description of Project

\*Response required

#### [7.14. Risk Assessment Questionnaire\\*](#)

Please download the below documents, complete, and upload.

- [Risk Assessment Questionnai...](#)

\*Response required

#### [7.15. HIPAA Business Associate Exhibit to Contract\\*](#)

Whereas, COUNTY, pursuant to the terms of the Agreement, wishes to disclose to CONTRACTOR and CONTRACTOR wishes to disclose to COUNTY, certain information, some of which may constitute Protected Health Information (PHI) including any in an electronic format (Electronic Protected Health Information or EPHI);

Whereas, in the course of the performance of the Agreement, CONTRACTOR will be provided with access to PHI;

Whereas, COUNTY and CONTRACTOR desire to protect the privacy and provide for the security of PHI disclosed to each other in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Title 45 Code of Federal Regulations (CFR), Title 42 CFR Section 1320d, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws and regulations.

Whereas, it appears that the CONTRACTOR is a Business Associate of COUNTY as that term is defined in the HIPAA regulations; and

Whereas, COUNTY is willing to provide CONTRACTOR and its agents with access to PHI such that CONTRACTOR can perform under the Agreement, under the terms of this Exhibit;

Whereas, the purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (CFR), as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

**A. HIPAA REQUIREMENTS**

1. Definitions

- a. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium, including electronic (E PHI) as that term is defined in the Security Rule: 1) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and 2) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.501;
  - b. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g);
  - c. "Privacy Rule" shall mean the "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Part 160 and Part 164, subparts A and E, as amended from time to time.
  - d. "Security Rule" shall mean the "Security Standards", 45 CFR Parts 160, 162, and 164.
2. Permitted Uses and Disclosures: CONTRACTOR may use and/or disclose PHI received by it pursuant to the Agreement and this Exhibit solely for the purpose of performing its obligations under the Agreement and this Exhibit or as otherwise required by law. CONTRACTOR may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Agreement and this Exhibit. CONTRACTOR shall not use or disclose PHI in any manner that would constitute a violation of HIPAA and the HIPAA regulations if so used by COUNTY.
3. Use and Disclosure for Contractor's Purposes and Data Aggregation: CONTRACTOR may, if necessary, use and disclose PHI for the proper management and administration of CONTRACTOR's business or to carry out CONTRACTOR's legal responsibilities. CONTRACTOR

may also use PHI to provide data aggregation services to COUNTY as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

4. De-Identification: Notwithstanding anything herein to the contrary, CONTRACTOR may store, analyze, access and use components of PHI that have been "de-identified" and that do not contain individually identifiable health information, provided that any such use is consistent with applicable laws and regulations.
5. Appropriate Safeguards: Prior to receipt of PHI in connection with the Agreement and Exhibit, CONTRACTOR shall implement and maintain appropriate security safeguards to ensure that PHI is not used or disclosed by CONTRACTOR in violation of this Exhibit or applicable laws and regulations. Security measures maintained by CONTRACTOR shall include such appropriate administrative, technical and physical safeguards as are necessary to protect such PHI. Such safeguards shall be designed to protect the confidentiality and integrity of such PHI obtained, accessed or created from or on behalf of COUNTY. Upon request by COUNTY, CONTRACTOR shall provide a written description of such safeguards. CONTRACTOR shall ensure that any sub-contract it maintains in order to meet the terms of this AGREEMENT includes the same requirements for appropriate safeguards as found in this AGREEMENT.
6. Reporting Unauthorized Uses and Disclosures: As required by 45 CFR Section 164.308(a)(2), the designated HIPAA Security Officer of CONTRACTOR shall notify COUNTY in writing within five (5) working days of its discovery of any use or disclosure of PHI not permitted by the Agreement or this Exhibit of which CONTRACTOR or its officers, employees or agents become aware. Such notice shall include the name of each individual, with address or other identifiers where known, whose unsecured protected health information (PHI) has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such unauthorized use or disclosure.
  - a. Any unauthorized use or disclosure shall be treated as discovered by the CONTRACTOR on the first day on which such access, acquisition or disclosure is known to the CONTRACTOR, including any person, other than the individual committing the unauthorized use or disclosure, that is an employee, officer or other agent of the CONTRACTOR, or who should reasonably have known such unauthorized activities had occurred.
  - b. CONTRACTOR shall promptly identify, respond to and report to COUNTY any suspected or known "security incident" of which it becomes aware. Such term is defined in the HIPAA Security Rule, 45 CFR Section 164.304: "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system." CONTRACTOR's incident report shall identify the date of the security incident, the scope of the security incident, the

- CONTRACTOR's response to the security incident and the identification of the party responsible for causing the security incident, if known.
- c. CONTRACTOR agrees that any sub-contractor of the CONTRACTOR that provides services to the CONTRACTOR directly related to this AGREEMENT has the same responsibilities regarding reporting unauthorized uses or disclosures as the CONTRACTOR. CONTRACTOR further agrees that it shall ensure that these responsibilities are defined in any sub-contract it enters into in order to service this AGREEMENT.
7. Mitigating the Effect of Unauthorized Uses and Disclosures: CONTRACTOR shall take prompt corrective action to mitigate to the greatest extent possible, any harmful effects arising from any improper use and/or disclosure of PHI and shall take such other action pertaining to such unauthorized use or disclosure as may be required by applicable federal and state laws and regulations.
- a. Mitigation shall include CONTRACTOR notification to each individual whose unsecured protected health information (PHI or EPHI) has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such unauthorized use or disclosure. The standard for such notification shall comply with all notification requirements as specified in 45 CFR Subpart D.
- b. Upon completion of such notification, the designated HIPAA Security Officer of CONTRACTOR shall provide the COUNTY Compliance Officer a report including the following: method(s) of communication used, as specified in 45 CFR Subpart D; date such notification was made; number of individuals notified; and a copy of the content of the notification.
- c. CONTRACTOR agrees that any sub-contractor of the CONTRACTOR that provides services to the CONTRACTOR directly related to this AGREEMENT has the same responsibilities regarding mitigating any unauthorized uses or disclosures as the CONTRACTOR. CONTRACTOR further agrees that it shall ensure that these responsibilities are defined in any sub-contract it enters into in order to service this AGREEMENT.
8. Individual Rights: CONTRACTOR shall comply with the following individual rights requirements as applicable to PHI obtained, used or maintained by CONTRACTOR:
- a. Right of Access. CONTRACTOR shall provide access to PHI, at the request of COUNTY and in the time and manner designated by COUNTY, to COUNTY or, as directed, to an individual in order to meet the requirements under 45 CFR Section 164.524.

- b. Right of Addendum. CONTRACTOR shall make any Addendum to PHI that COUNTY directs or agrees to pursuant to 45 CFR Section 164.526 at the request of COUNTY or an individual, and in the time and manner designated by COUNTY.
  - c. Documenting of Disclosures. CONTRACTOR shall document such disclosures of PHI as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - d. Right to Accounting of Disclosures. CONTRACTOR agrees to provide COUNTY or an individual, in the time and manner designated by COUNTY, such information collected in order to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. County Obligations:
- a. COUNTY shall notify CONTRACTOR of any limitation in its notice of privacy practices in accordance with 45 CFR Section 164.520 to the extent that such limitation may affect CONTRACTOR's use or disclosure of PHI.
  - b. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of PHI.
  - c. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of PHI.
10. Contractor's Agents: CONTRACTOR shall require that any agent, subcontractor or other representative that is authorized to receive, use or have access to PHI obtained or created under the Agreement or this Exhibit shall agree in writing to adhere to the same restrictions, conditions and requirements regarding the use and/or disclosure of PHI and safeguarding of PHI that apply to CONTRACTOR under this Agreement and Exhibit. CONTRACTOR shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation. Such agreement shall identify COUNTY as a third-part beneficiary with rights of enforcement in the event of any violations by CONTRACTOR's agents, subcontractors or other representatives. Additionally, the agent, subcontractor or other representative shall be required to notify CONTRACTOR of any instances of which it is aware in which the confidentiality of PHI has been breached.
11. Regulatory Compliance: CONTRACTOR shall make its internal practices, books and records relating to the use and disclosure of PHI received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY, available to any state or federal agency, including the

U.S. Department of Health and Human Services, for purposes of determining compliance with the HIPAA Regulations.

12. Inspection of Records: Within ten (10) calendar days of a written request, CONTRACTOR shall make available to COUNTY for inspection during normal business hours at CONTRACTOR's place of business all records, books, agreements, data, systems, policies and procedures relating to the use and/or disclosure of PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, for purposes of enabling COUNTY to determine CONTRACTOR's compliance with the terms of this Exhibit. In the event that protected health information (PHI) has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed, pursuant to (G) of this Exhibit, this advance notice by COUNTY may be waived.
13. Audit, Inspection and Enforcement By County: With reasonable notice, COUNTY and its authorized agents or contractors may audit and/or examine CONTRACTOR's facilities, systems, policies and procedures, data and records as may be necessary to determine compliance with the terms of this Exhibit. CONTRACTOR shall promptly correct any violation of this Exhibit found by COUNTY and shall certify in writing that the correction has been made. COUNTY's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of COUNTY's enforcement rights under this Agreement and Exhibit.
14. Compliance With Law: CONTRACTOR shall comply with all applicable federal and state laws and regulations, including, if applicable under the terms and requirements of the Agreement and this Exhibit, the HIPAA Standards for Electronic Transactions, 45 CFR Parts 160 and 162.
15. Interpretation: Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits COUNTY to comply with HIPAA and its implementing regulations.
16. Amendment: The parties agree to amend this Exhibit from time to time as necessary for COUNTY to comply with the requirements of HIPAA and its implementation.
17. Term and Termination:
  - a. The terms of this Exhibit shall remain in effect for the duration of all services provided by CONTRACTOR and for so long as CONTRACTOR shall remain in possession of any PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, unless COUNTY has agreed in accordance with this section that it is not feasible to return or destroy all PHI.
  - b. Upon termination of the Agreement and this Exhibit, CONTRACTOR shall recover any PHI relating to the Agreement and this Exhibit in the possession of its subcontractors, agents or representatives. CONTRACTOR shall return to COUNTY, or destroy with consent of COUNTY, all such PHI plus all other PHI relating to the Agreement and this

Exhibit in its possession and shall retain no copies. If CONTRACTOR believes that it is not feasible to return or destroy the PHI as described above, CONTRACTOR shall so notify COUNTY in writing. The notification shall include: i) a statement that CONTRACTOR has determined that it is not feasible to return or destroy the PHI in its possession, and ii) the specific reasons for such determination. If COUNTY agrees in its sole discretion that CONTRACTOR cannot feasibly return or destroy the PHI, CONTRACTOR shall ensure that any and all protections, requirements and restrictions contained in this Agreement and Exhibit shall be extended to any PHI retained after the termination of the Agreement and the Exhibit, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.

18. Insurance: In addition to any insurance requirements in the Agreement, CONTRACTOR shall maintain insurance, in such amounts as the COUNTY Risk Manager may deem necessary, to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed any minimum insurance requirements of the Agreement.

Please confirm

\*Response required

## [7.16. Procurement Opportunities Program - Local and Micro Business Preference](#)

### **PURPOSE**

The purpose of the Procurement Opportunities Program is to promote and enhance the utilization of local and small business enterprises in the County's procurement and contracting processes. Small businesses contribute to the overall economic health of the community. Therefore, government has a compelling interest to provide economic opportunity to small businesses. The economic health of the community is dependent upon an active and thriving business community, including both large and small businesses. For this reason, the program is designed to provide procedural assistance and contracting information to any firm wishing to do business with the County. This program is not, however, intended to become a separate activity within the County's procurement and contracting process. It is intended to be an integral part of the County's standard procurement and contracting process.

### **INCENTIVES**

Service and supply acquisition: For material, supply, construction and/or non-professional service contracts of less than \$1,000,000 processed through the Department of General Services, Contract and Purchasing Services Division, or through the Delegated Purchase Order (DPO) Program. The County of Sacramento will award a two-percent (2%) price or point micro-business preference to State Certified Micro-Business enterprises located within the Sacramento Regional Market Area (Sacramento, El Dorado, Placer, Sutter, Yolo and Yuba Counties), and/or a five-percent (5%) price or point local business preference.

The Delegated Purchase Order program (a delegated purchasing program utilized by department “DPO Buyers”) includes a provision requiring the departments to obtain multiple quotes based on the dollar amount of the purchase. This program will eliminate the quoting requirement if the DPO Buyer issues a DPO to a certified micro-business in the Sacramento Regional Market Area. When obtaining multiple quotes, the DPO Buyer shall apply all applicable preferences stipulated in this program.

#### **LOCAL BUSINESS PREFERENCE QUALIFICATIONS**

Pursuant to Sections 2.56.420 and 2.56.440 of the Sacramento County Code, where applicable, a local price or point preference credit of 5% shall be granted to Local Business Enterprises on supply and non-professional service contracts of less than one million dollars (\$1,000,000) to business enterprises located within Sacramento County when evaluating bids for material, supply, construction, and/or non-professional services acquisitions processed through the Department of General Services, Contract and Purchasing Services Division or through the Delegated Purchase Order Program. In order to qualify for local preference, a vendor must meet all of the following criteria (as defined in SCC 2.56.420):

- A. The business maintains its Principal Place of Business within the geographic boundaries of the County of Sacramento.
  1. Suppliers and professional truck drivers are not required to maintain their principal place of business within the County, but must maintain a Fixed Office within the County. Suppliers must also maintain a continuously stocked inventory within the County consistent with the type of goods for which the business is seeking a local preference. Professional truck drivers must also park their registered vehicles and trailers within the County when not under contract for use. The business may be required to submit to the County a copy of its rental or lease agreement evidencing its Fixed Office location.
- B. The business must provide 50 percent or more of the contracted product from its own local inventory.
- C. The business must possess a current County of Sacramento business license or a business license from a city within the County. If the business’s Fixed Office is located in a city that does not issue business licenses, the business must be current with the city’s business operations taxes or other business regulations.
- D. The business has been established and conducting business activities in the County for at least six months preceding the due date of the bid/proposal for which a local preference is being sought. The business may be required to submit to the County evidence of its business activities within the Sacramento area during the preceding six months.
- E. The business must have paid sales tax to either a city located within the County or to the County of Sacramento. The business may be required to submit to the County copies of its State of California Board of Equalization sales and use tax returns.

This preference shall also be provided to Sacramento Regional Market Area businesses that meet the criteria of a Local Business Enterprise for the county in which they are located, provided that:

- A. Those criteria are at least as stringent as section 2.56.420(d); and
- B. The county in which such businesses are located also provides pricing preferences to businesses located within Sacramento County.

**Bidders claiming local vendor preference for any Request for Bid, Price Quote, or Request for Proposal must submit an Affidavit of Eligibility (see page 3) with their bid, quote or proposal response, unless an approved affidavit is already on file.**

For questions or assistance relating to the County of Sacramento's Local Vendor Preference Policy, call the Contract & Purchasing Services Division at 916-876-6360 or visit our website at [www.saccountybids.net](http://www.saccountybids.net).

Complete information regarding this program is located on the following website:

<http://www.dgs.saccounty.net/capsd/Pages/County-Purchasing-Code.aspx#2.56.410>

### **MICRO-BUSINESS PREFERENCE QUALIFICATIONS**

Most County contracts are open to competitive bidding. It is the policy of the County to actively solicit participation by small business enterprises in its procurement and contracting activities. In order for the County to readily find small businesses to solicit, businesses should (1) be certified with the State of California, Office of Small Business and DVBE Services, or reciprocal agency, and (2) register with the State of California, Department of General Services.

The County will accept certifications from the State of California, Office of Small Business and DVBE Services, or reciprocating governmental agencies. The County will accept formal certifications from other agencies within the State of California for documentation purposes. For a firm to be eligible for a two-percent (2%) price preference, it must meet all of the following criteria (as defined in SCC 2.56.420):

- A. formally certified micro-business,
- B. independently owned and operated,
- C. is not dominant in its field of operation,
- D. has its Principal Place of Business located in the Sacramento Regional Market Area,
- E. together with its affiliates, is either a service, construction, or non-manufacturing firm with twenty-five (25) or fewer employees, and
- F. an average annual gross receipts of five million dollars (\$5,000,000) or less over the previous three years.

COMPLETE THIS SECTION IF YOU QUALIFY FOR AND WISH TO CLAIM A 5% LOCAL VENDOR PREFERENCE AND/OR A 2% MICRO-BUSINESS PREFERENCE (REFER TO PREVIOUS INFORMATION FOR QUALIFICATION REQUIREMENTS).

To claim the local vendor preference (5%), complete the items in the sections below. To claim the micro-business preference, complete the items in the sections below. To claim both preferences (7% combined), complete all applicable sections. Incomplete forms may be rejected.

**7.16.1. *Does your company qualify for the Local Business Preference, and/or the Micro-Business Preference?\****

Select "Yes" if your company meets either of the local/micro business preference qualifications above.

If you selected "No" then the remaining "Local/Micro Business" questions do not require a response EXCEPT for the two (2) confirmations "Under penalty of perjury, the undersigned states that the foregoing statements are true and correct..."

Yes

No

\*Response required

**7.16.2. *Legal name of Business and Physical Address (Also Include Mailing Address if different).***

Enter the following information here:

- A. Legal name of business
- B. Physical street address, city, state & zip code
- C. Mailing address (only if different from physical address)

**7.16.3. *County and Year Business was Established***

- A. County established:
- B. Year established:
- C. Business license number:
- D. Business license issued by:

**7.16.4. *Does your business have more than one office in the State of California?***

If **Yes**, specify the office location considered as the *point-of-sale for sales tax purposes*:

- A. Office Location: street address, city, state, zip code

**7.16.5. *For transactions which require sales tax, provide the Reseller Permit Number***

Please enter the following information exactly as it appears on your permit:

- A. Permit number
- B. Company name
- C. Street address, city, state, zip code

**7.17. Procurement Opportunities Program - Local Business Preference Questionnaire**

**7.17.1. *Is your Principal Place of Business located within the geographic boundaries of the County of Sacramento?***

Yes

No

7.17.2. *Does your business provide 50 percent or more of the contracted product from its own local inventory?*

Yes

No

7.17.3. *Does your business possess a current County of Sacramento business license or a business from a city within the County?*

Yes

No

7.17.4. *Has your business been established and conducting business activities in the County for at least six months preceding the due date of the bid/proposal for which a local preference is being sought?*

Yes

No

7.17.5. *Has your business paid sales tax to either a City located within the County or to the County of Sacramento?*

Yes

No

7.17.6. *Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Sacramento County products and services for a period of one (1) year.\**

Please confirm

\*Response required

## 7.18. Procurement Opportunities Program - Micro-Business Preference Questionnaire

7.18.1. *Is your business independently owned and operated?*

Yes

No

7.18.2. *Is your business not dominant in its field of operation?*

Yes

No

7.18.3. *Together with your affiliates, is your business either a service, construction, or non-manufacturing firm with twenty-five (25) or fewer employees?*

Yes

No

7.18.4. *Does your business have an average annual gross receipts of five million dollars (\$5,000,000) or less over the previous three years?*

Yes

No

7.18.5. *Provide the company's State of California Small Business Certification Number and expiration date.*

California Small Business Certification Number:

Expiration Date:

7.18.6. *Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Sacramento County products and services for a period of one (1) year.\**

Please confirm

\*Response required

## 8. Sacramento County Standard Terms and Conditions

**A. BID/QUOTE/PROPOSAL TERMS AND CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this agreement is applied, are hereby incorporated.

**B. SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.

**C. INVOICING & PAYMENT:** Upon timely submission of itemized invoices by vendor/contractor, payment shall be made per the terms of this agreement and for the prices stipulated for supplies delivered and/or services rendered after inspection and acceptance. Deductions, if any, may be made from payment as provided by this agreement. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor/contractor and approved by the County. In connection with any cash (payment) discount specified in this agreement, time will be computed from the date of complete delivery of the supplies, equipment or services as specified, or from date correct invoices are received by County, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

**D. HOLD HARMLESS:** The vendor/contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.

**E. DEFAULT BY VENDOR/CONTRACTOR:** In case of default by vendor/contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor/contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

**F. RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor/contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**G. ASSIGNMENT:** This contract or purchase order is not assignable by vendor/contractor either in whole or in part, without the prior written approval of the County.

**H. SUCCESSORS:** This agreement shall be binding upon to the benefit of the successors and assigns of the respective parties hereto.

**I. F.E.T. EXEMPTION:** County is exempt from Federal excise tax pursuant to Internal Revenue Code 26 U.S.C. §4221(a)(4).

**J. CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.

**K. TITLE/RISK OF LOSS:** Title, ownership, and risk of loss or damage of the Goods shall be in accordance with Delivery/FOB Terms on Page 1 of the contract. The Goods are delivered to, inspected and accepted by County, except when such loss or damage is due to the fault or negligence of County.

**L. ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of price, quantity, supplies and/or services, and any terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements shall be binding.

**M. FORCE MAJEURE:** The parties will not be held liable for delays or failure in fulfillment of conditions of purchase order or contract resulting from events beyond the reasonable control of such parties. Such events include, but are not be limited to strikes, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear events, earthquakes, acts of terrorism, severe weather events and other disasters.

**N.VENDOR/CONTRACTOR TERMS AND CONDITIONS:** County's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor/contractor provides additional terms or conditions, and there is a conflict between the terms and conditions of the parties, County's terms and conditions shall govern.

**O. INFORMATION TECHNOLOGY ASSURANCES:** Vendor/contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by vendor/contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.

**P.COMPLIANCE WITH FAMILY SUPPORT ORDERS:** Vendor/contractor hereby certifies that it's principal owner(s) is in substantial compliance with Sacramento County's DCSS Program, federal and state laws regarding lawfully served orders for child, family and spousal support, including wage reporting and assignment of wages. (Failure to comply with such orders and cure the default within 90 days of notice by the County shall be grounds for termination of the contract or purchase order.

**Q. COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Vendor/contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Vendor/contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

**R. FOREIGN CURRENCY:** In the event vendor invoices submitted to the County of Sacramento is received in foreign currency, vendor understands and agrees the County of Sacramento will pay in US Dollars via wire, ACH, or check payment method. The County of Sacramento's payment of US Dollars will be calculated using the currency exchange rate on the invoice

date, regardless of date paid, or received by vendor. The County of Sacramento calculates US Dollars based on the exchange rate on such invoice date provided by the Oanda currency converter site: <http://www1.oanda.com/lang/en/currency/converter/>.

## 9. Additional Terms and Conditions

### 9.1. Additional Terms and Conditions

**Bidder Responsibility:** You are expected to be thoroughly familiar with all specifications and requirements of this bid. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this bid. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this bid unless you have specifically, by section number, raised objection.

**Awards:**

1. The County of Sacramento reserves the right to:
  1. award responses received on the basis of individual items, or groups of items, or on the entire list of items;
  2. reject any or all responses, or any part thereof;
  3. waive any informality in the responses; and
  4. accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.
2. Preference for Sacramento County Products. In purchases by the County of Sacramento, price and quality being equal, preference must be given to Sacramento County products (Charter of the County of Sacramento, sec. 83); also, ". . . preference must be given to the lowest responsible local bidder offering to supply such items for purchase which are raised, grown, manufactured, fabricated, processed or assembled in Sacramento County . . ." (Sacramento County Code, sec. 2.56.060).
3. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

**Taxes:**

1. Include any sales, use, or federal excise taxes in your response as separate line item(s).
2. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.
3. Items purchased for resale will show the County's resale permit number on the purchase order.
4. Exemption certificates will be furnished when federal excise tax is exempted.

**Brand Names:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal is final and conclusive. When brand, number, or level of

quality is not stated by bidder, the offer will be considered exactly as specified.

**Samples:** Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

**Termination:**

1. County may terminate any resulting contract without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
2. County may terminate any resulting contract for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in resulting contract in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
3. County may terminate or amend any resulting contract immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for resulting contract or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to resulting contract are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for resulting contract or any portion thereof; or 4) if funds that were previously appropriated for resulting contract are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
4. If any resulting contract is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by resulting contract as the services actually performed bear to the total services of contractor covered by resulting contract, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the resulting contract total based on the portion of the resulting contract term that has elapsed on the effective date of the termination.
5. Contractor shall not incur any expenses under any resulting contract after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

**Public Agency Participation:** It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-

division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

**Out of State Vendors Providing Services to the County of Sacramento:** Recent state legislation requires the County to withhold seven percent (7%) of all income paid to certain independent contractors who do not reside in California. (Rev. & Tax. Code §18662; Cal. Admin. Code §§18662-1-18662-14.) This provision does not apply if the total amount paid for services in a given year is less than \$1,500. It also does not apply if the contractor is: a) a corporation with a principal place of business in California; b) a partnership with a permanent place of business in California; c) a corporation qualified through the Secretary of State to do business in California; or d) an individual with a permanent residence in the State of California.

FTB Waiver -The contractor can apply to the FTB for a waiver from this withholding requirement. An FTB waiver will generally be granted when the nonresident contractor has a current history of filing California tax returns and/or is currently making estimated tax payments to the FTB. An FTB waiver request is made on FTB Form 588, which can be faxed to the FTB at (916) 845-4831.

#### **Payments (E-Payables)**

The County of Sacramento has partnered with Bank of America to implement a card payment program, ePayables, offered to County's suppliers/contractors/vendors. This preferred payment method will reduce paper waste and expedite payments to recipients. Traditional forms of payment (hardcopy checks) remain.

ePayables will not affect payment terms and conditions of any existing contract. Once an invoice is approved for payment, an electronic remittance advice will be sent to the recipient's email instead of a hardcopy check. The remittance advice will include statement-type information such as: invoice numbers, dates, and invoice amounts. Payments can be retrieved with a County designated account number assigned to the contractor. For more information, go to [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or contact the Sacramento County Department of Finance at 916-874-7411 ([epayables@saccounty.gov](mailto:epayables@saccounty.gov)).

**Late Payments:** Should the county be late in making payments against invoices submitted correctly and timely, any interest levied by the vendor for payments shall be limited by the Section 926.10 of the California Government Code.

#### **Reports:**

1. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by COUNTY concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

2. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to resulting contract.

**Web Accessibility:** CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Contract shall comply with the County of Sacramento's Web Accessibility Policy. Failing to comply with the WCAG ("Web Content Accessibility Guidelines") Version 2.1, Level AA policy (<https://www.w3.org/TR/WCAG21/>) or take significant steps toward doing so in a reasonable amount of time by April 24, 2026, shall result in consequences up to and including refund of purchase price and/or termination of the Contract.

---

## 9.2. Indemnification (services)

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by County directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

## 10. Environmental Purchasing Policy

### COUNTY OF SACRAMENTO ENVIRONMENTALLY PREFERABLE PURCHASING GUIDELINES AND PROCEDURES

#### 1. PURPOSE

The purpose of the Environmentally Preferable Purchasing (“EPP”) policy is to support the purchase of recycled and environmentally preferable products, and reduce waste to minimize environmental impacts of our work. The County of Sacramento recognizes that employees can make a difference in favor of environmental stewardship through contractual relationships and purchasing practices. The types of products and services purchased by the County of Sacramento has a big impact on our environment, our residents, and our employees.

The purchase of environmentally preferable products and services shall be evaluated in all procurements whenever they perform satisfactorily and are available at a reasonably competitive price. Where possible this includes the reduction or elimination of single use products. Additionally, state law now requires the County to purchase Recovered Organic Waste Products and recycled content paper.

#### 2. GOALS

The goals of this policy are to:

- Protect and conserve natural resources, water and energy;
- Minimize the County’s contribution to climate change, pollution, and solid waste disposal;
- Provide guidance for County departments on environmentally preferable purchasing;
- Comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations). SB 1383 (2016) requires:
  - o Procurement of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and to support markets for products made from recycled and recovered Organic Waste materials; and
  - o Procurement of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.
- Comply with directives in the County of Sacramento Climate Emergency Resolution No. 2020-0856; and
- Comply with directives in the County of Sacramento Climate Action Plan.

#### 3. MANDATORY PROCUREMENT PRACTICES

In cooperation with their internal and external customers, the County of Sacramento (throughout this document the term “County” includes all County of Sacramento agencies, departments, and divisions) shall purchase the following recycled products:

A. Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. These shall contain a minimum of 30% postconsumer recycled content. (Refer to Attachment 3 – SB 1383 Recycled-Content Paper Procurement Requirements)

B. Paper Products, including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders and other products comprised largely of paper. (Refer to Attachment 3 – SB 1383 Recycled-Content Paper Procurement Requirements)

C. Recovered Organic Waste Products, including SB 1383 Eligible Compost, SB 1383 Eligible Mulch, SB 1383 Eligible Renewable Gas, and SB 1383 Eligible Electricity Procured from Biomass Conversion. (Refer to Attachment 4 – SB 1383 Organic Waste Product Procurement Requirements)

#### **4. PREFERRED PROCUREMENT PRACTICES**

##### A. Product Categories

In cooperation with their internal and external customers, the County shall at a minimum, evaluate the following environmentally preferred product categories and purchase them whenever practical:

1. Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges
2. Janitorial and cleaning products with County recognized Ecolabels
3. Re-refined antifreeze, including on-site antifreeze recycling
4. Re-refined lubricating and hydraulic oils
5. Renewable CNG and diesel fuels in place of traditional CNG and diesel fuels for County vehicles in on- and off-road fleets using these fuels (Final Draft Climate Action Plan Policies GOV-FL-02 and GOV-FL-03).
6. Recycled plastic outdoor-wood substitutes, including plastic lumber, benches, fencing, signs and posts
7. Recycled content construction, building and maintenance products, including plastic lumber, carpet, tiles, and insulation
8. Re-crushed cement concrete aggregate and asphalt
9. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products, or low carbon concrete
10. Re-treaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
11. Recycled content paint
12. Landscaping that fits the natural ecosystems and fosters soil health, reduces runoff and pollution, prevents and reuses plant waste, and conserves water and other natural resources
13. Energy efficient appliances, lighting, and building materials
14. Water efficient products where available, including for upgrades or refurbishments

15. Furniture made with recycled content to promote waste diversion and furniture that does not include certain chemical additives to improve indoor air quality and employee and resident health

16. EPEAT registered technology and electronic products

17. Other products or services that are available in the marketplace or as designated by General Services

#### B. Sustainability Considerations

Sustainability considerations by County employees responsible for purchasing decisions and in furtherance of this policy, include but are not limited to:

1. Third-party environmental certifications as approved by the State of California Third Party Environmental Certifications by Category and/or the Environmental Protection Agency Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing
2. Opportunities for product source reduction
3. Product life-cycle impacts and costs
4. Greenhouse gas emissions and compatibility with the carbon neutrality goals in Climate Emergency Resolution 2020-0856 (this may factor into the location and transportation of products or services)
5. Equity and environmental justice impacts
6. Pollutant releases in manufacturing, transport, and use of products, and related services
7. Toxicity, especially the use of persistent, bio-accumulative and toxic chemicals
8. Energy and water consumption considerations, in product production and life-cycle, and in the delivery of services
9. Impacts on natural resources, biodiversity and habitat
10. Consideration of impacts on County resident and employee health

#### C. Fiscal Considerations

Fiscal considerations by County employees responsible for purchasing decisions and in furtherance of this policy include, but are not limited to:

1. Availability of environmentally preferable products and services in the marketplace and pricing compared to less desirable alternatives
2. Use reduction opportunities Countywide
3. Life-cycle cost assessment to identify the lowest total life-cycle cost to the County, including: performance, durability, reparability, disposal, and replacement costs
4. Opportunities to leverage buying power for Countywide or cross departmental purchases where practical
5. Impacts on County staff time and labor

6. Long-term financial or other market changes

## **5. WASTE PREVENTION PRACTICES**

All County employees are encouraged to reduce their consumption of resources by incorporating the following practices into their daily activities and operations. Accomplishment of these activities will be through appropriate staff diligence and resources such as County newsletters and the County Public Information Office (“PIO”).

- A. Consider durability and repairability of products prior to purchase
- B. Conduct routine maintenance on products or equipment to increase their useful life
- C. Use duplex features on printers and copiers, and specify duplex on print jobs
- D. Create electronic letterhead for Countywide use
- E. Send and store information electronically when possible
- F. Review record retention policies and implement document imaging systems
- G. Identify and eliminate single use products where co-alternatives are available
- H. Use surplus County property in lieu of new purchases when available
- I. Use interdepartmental or interagency loans or other pooled resources in lieu of new purchases when practical
- J. Other waste prevention practices that further the goals of this policy

## **6. RESPONSIBILITIES**

A. County Agencies, Departments, and Divisions

All County agencies, departments, and divisions are responsible for the implementation of this policy and shall:

1. Practice waste prevention and reduction whenever possible by reducing the purchase of items that cannot be recycled locally, and by reusing items as much as possible.
2. Continue to utilize recycling programs and expand programs where possible.
3. Procure recycled or environmentally preferable products and services whenever practical.
4. Develop, evaluate and maintain information about environmentally preferable and/or recycled products containing the maximum practical amount of recycled materials. Cross-share information with other departments when potential shared use of a product exists.
5. Develop specifications used in public bidding aimed at eliminating barriers to recycled-content or environmentally preferable products, such as outdated or overly stringent product specifications and specifications not related to product performance.
6. Develop specifications that include environmentally preferable attributes where practical or available and where the requirement does not unduly restrict competition.

7. Ensure that procurement documents issued by the departments require environmental preferred alternatives whenever practical.

8. Educate and promote this policy through appropriate staff and the use of department communications, such as PIOs, newsletters, special events, etc. This should include documentation of successes, challenges, changes, and goals, etc.

9. Provide the Department of General Services, Contracts and Purchasing Services Division (“CAPSD”) as directed by the Recordkeeping Designee with information on recycling activities, recycling programs, recycled-content purchases, and SB 1383 eligible purchases.

10. Inform employees of their responsibilities under this policy and provide information on recycled products and environmental preferable procurement opportunities.

11. Submit new ideas or suggestions to CAPSD in furtherance of this policy.

#### B. Department of General Services

The Department of General Services, CAPSD shall:

1. Maintain and use information, furnished by its customers, about environmentally preferable and recycled products containing the maximum practical amount of recycled materials and encourage the County to purchase such products whenever possible.

2. Provide County purchasers with vendor furnished information about recycled products and environmental procurement opportunities.

3. Inform vendors of the County’s EPP Policy and include contract clauses required for SB 1383 compliance.

4. Structure applicable contracts to offer and/or feature recycled content products and services whenever possible, or as required pursuant to SB 1383.

5. Encourage development of specifications used in public bidding aimed at eliminating barriers to recycled-content products and environmentally preferable products, such as outdated or overly stringent product specifications and specifications not related to product performance.

6. Ensure all requests for proposals encourage vendors to offer recycled, or environmentally preferable products and sustainable business practices whenever practical.

7. Propose inclusion of Eco-labels or other third party certifications in contract specifications wherever practical.

8. Provide information to departments on State of California competitively procured “Buying Green” contracts that are available for County use.

9. Revise this EPP policy as needed to reflect current best practices, changes in the marketplace, innovations, revised legal requirements, or goals.

#### **7. MANDATORY PURCHASING RECORDKEEPING RESPONSIBILITIES**

A. The Department of General Services will be the responsible department and will select an employee to act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

B. The Recordkeeping Designee will do the following to track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:

1. Maintain copies of invoices or receipts or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of Jurisdiction's documentation of its compliance with 14 CCR Section 18993.3.

2. Maintain copies of invoices or receipts or documentation evidencing procurement from all departments and divisions procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the County to develop evidence of County meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as part of the County's documentation of its compliance with 14 CCR Section 18993.1.

3. Maintain documentation submitted by the County, Direct Service Providers, and/or vendors, including the information reported to the Recordkeeping Designee.

4. Compile an annual report on the County's direct procurement, and vendor/other procurement on behalf of the County, of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the County's Department of Waste Management and Recycling, the responsible entity for compiling the annual report to be submitted to CalRecycle pursuant to 14 CCR Division 7, Chapter 12, Article 13.