



**Request for Application  
Professional Services  
RFA DPH 23-12  
UNDOMESTICATED BURRO SERVICES**

Department of Public Health  
Administrative Support Division – Contracts Unit  
451 E Vanderbilt Way, 2<sup>nd</sup> Floor  
San Bernardino, CA 92408

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**Service Request Overview:**

San Bernardino County (County) Department of Public Health (DPH), Animal Care (AC) is seeking applications from interested and qualified organizations and firms, hereinafter referred to as “Applicants” or “Contractors,” to conduct services for Undomesticated Burros in all unincorporated areas of San Bernardino County, as authorized by Senate Bill 371. Services may involve removal, relocation to a facility or for private adoption, and medical care of Undomesticated Burros. This fee-for-service contract will be for a two (2) year period of May 1, 2024 through April 30, 2026. DPH may, but is not obligated to, extend an awarded contract(s) for up to three (3) additional one-year periods contingent on the availability of funds and Contractor performance. A total maximum amount not to exceed \$100,000 has been allocated for the service for the period indicated. Applications must be received no later than 4:30 p.m. on Monday, April 1, 2024. Applicants will be placed on a list of approved professional agencies based on meeting qualifications/experience.

**Background:**

The presence of burros in Southern California can be traced back to historical events involving Spanish explorers and settlers. The ancestors of Undomesticated Burros, which includes Wild Burros, are believed to be domesticated donkeys brought to the region for exploration, carrying heavy loads, and support with navigating rugged terrain. Over time, domesticated donkeys were either released intentionally or escaped into the wild forming feral populations of wild burros. Some of the reasons why wild burros can be problematic in modern times include the following:

- Overgrazing: Wild burros can have a significant impact on the local ecosystem by overgrazing vegetation and private property. This can lead to disruption of plant communities, and damage to the habitat for other wildlife species. Wild burros may damage crops, yards, or gardens creating a public nuisance.
- Competition for Resources: In areas with limited resources such as water and food, wild burros may compete with native wildlife for these resources. This competition can negatively affect the survival and well-being of native species.
- Road Hazards: Wild burros may wander onto roads, creating hazards for drivers and increasing the risk of traffic accidents. This can be a safety concern for both human populations and the burros themselves.
- Disease Transmission: Wild burros can potentially carry and transmit diseases to domestic livestock and other wildlife.
- Population Growth: Wild burros have the potential for rapid population growth, and their numbers can quickly exceed the carrying capacity of the local ecosystem. Uncontrolled populations can exacerbate the negative impacts on the environment and increase the danger of harm to themselves or surrounding human populations.

From July 2022 to July 2023, SBC Animal Care received about 26 novel calls related to undomesticated burros. Service calls included: welfare checks, deceased or injured burros, and relocation requests for undomesticated burros on property.



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**Definitions:**

- A. Animal Care (AC) – The division within the Department of Public Health responsible to protect and serve the public and pets through the prevention of rabies in humans and pets, educating the public about responsible pet ownership, including the importance of spaying and neutering, protecting and serving the public and pets by enforcing all laws and ordinances pertaining to animal care, caring for all animals domestic and wild, reuniting lost pets with their owners, placing unwanted pets into new homes, and maintaining a high quality of service.
- B. Department of Public Health (DPH) – The County department that helps to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout the San Bernardino County.
- C. Request for Application (RFA) – Type of solicitation used to announce that funding is available and to invite proposers/vendors to present proposals.
- D. Undomesticated Burro - A Wild Burro or a burro that has not been tamed or domesticated for a period of three years after its capture and is not protected by the federal government under the federal Wild Free-Roaming Horses and Burros Act (Chapter 30 (commencing with Section 1331) of Title 16 of the United States Code).
- E. Wild Burros - A wild burro refers to a domesticated donkey (*equus africanus asinus*) that has reverted to a feral or wild state. Wild burros often exhibit behavioral adaptations associated with survival in the wild.

**Goals:**

- 1. Implement humane and effective population control measures to manage the size of the Undomesticated Burro population in the unincorporated areas of San Bernardino County.
- 2. Provide support to Undomesticated Burros posing a danger to themselves or others by wandering onto private land or public roadways.
- 3. Through the Undomesticated Burro service program, foster collaboration and education with communities through a comprehensive undomesticated burro management plan.

**Performance Period:** The performance period is May 1, 2024, through April 30, 2026, with the option to extend for up to three (3) additional one (1) year periods contingent on the availability of funds and Contractor performance.

**Payment:** Selected Contractor(s) will be paid a negotiated, fee-for-service amount with the aggregate amount between all Contractors not to exceed \$100,000 for the performance period. Fee-for-service are not to exceed \$100,000 for the contracted term.

**Description of Services:**

- 1. The awarded Contractor(s) must agree to the service descriptions listed below:



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- A. Support with the removal of Undomesticated Burros that stray onto private land. The Contractor will be responsible for obtaining property owner consent prior to providing any service on private land.
- B. Support with the removal of Undomesticated Burros that stray onto public roadways within the service area (i.e., not State or municipality-maintained roads).
- C. Provide medical care or euthanasia when medically appropriate, as determined by County, to Undomesticated Burros, which may include sterilization if mutually agreed upon.
- D. Relocate Undomesticated Burros that are unfit for a facility and/or support with private adoptions of eligible burros. The County has the sole authority to deem the animal unfit or fit for release. The Contractor shall make recommendations to the County on proposed outcomes.
- E. Contractor shall assume responsibility for the Undomesticated Burro upon capture.
- F. Ability to provide San Bernardino County with documentation of the location of every Undomesticated Burro provided a service, type of service provided, and outcome on a monthly basis.
- G. Set up temporary corrals as needed for temporary holding of Undomesticated Burros prior to removal or relocation. The County may provide recommendations or support with locations as needed.
- H. Support with the development of and/or review of community education materials related to the services provided, intent of the service, and outcomes of the service.

**Qualifications/Experience:**

Candidates must possess the following:

- Contractor must be a private, nonprofit organization that qualifies for exempt status under Section 501(c)(3) of the United States Internal Revenue Code.
  - At least two years of experience providing wildlife management services with a preference of direct experience in the wrangling and care of Undomesticated Burros.
  - Ability and capacity to provide the services described above, including relevant contracts or partnerships with wranglers, sanctuaries, and adoption agencies required to perform the requested Undomesticated Burro Services.
  - Contract with appropriate veterinary services, including but not limited to the provision of equine medical care.
  - Familiarity with State and federal regulations and laws related to the care and transport of Undomesticated Burros in the State of California.
  - Submission of Euthanasia Policy compliant with Section 2030 of Title 16 of the California Code of Regulations.
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**Attachments:**

Attachment A: Application for Undomesticated Burro Services

- Proposal Cover Page
- Minimum Applicant Requirements
- Statement of Certification
- Additional Information Requirements
- References
- Price Sheet(s) and Fee Proposal

Attachment B: Standard Contract Terms and Conditions

Attachment C: Indemnification and Insurance Requirements Affidavit

Attachment D: Proposal Checklist

Attachment E: Scope of Work

Additional Required Attachments: Relevant licenses and certification; Euthanasia Policy

**Evaluation:** All applications received will be subject to a standard review process developed by the County and reviewed for completeness, on the content of the responses to all of the items listed on the checklist (Attachment D), and on the reasonableness of the proposed contract total and rate per assessment. Awarding of a contract(s) will be contingent on the availability of funds. This RFA does not commit the County to awarding a contract.

**Submission Information**

Any questions must be directed to Michael Shin, Project Coordinator via email at [Michael.Shin@dph.sbcounty.gov](mailto:Michael.Shin@dph.sbcounty.gov).

Submit the required documents per Attachment D: Proposal Checklist via email to [Michael.Shin@dph.sbcounty.gov](mailto:Michael.Shin@dph.sbcounty.gov) specifying “**Request for Application – UNDOMESTICATED BURRO SERVICES**” referenced in the subject line.

**All responses must be received at the above email address no later than April 1, 2024 at 4:30pm.**

# APPLICATION FOR UNDOMESTICATED BURRO SERVICES

APPLICANT'S NAME (name of firm, entity, or organization):

\_\_\_\_\_  
\_\_\_\_\_

NUMBER OF YEARS IN BUSINESS UNDER THIS NAME: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

NAME AND TITLE OF APPLICANT'S CONTACT PERSON: \_\_\_\_\_

## CONTACT INFORMATION

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## APPLICANT'S ORGANIZATIONAL STRUCTURE

\_\_\_ Corporation    \_\_\_ Partnership    \_\_\_ Proprietorship    \_\_\_ Joint Venture

\_\_\_ Other (explain): \_\_\_\_\_

If Corporation, Date Incorporated: \_\_\_\_\_ State Incorporated: \_\_\_\_\_

States Registered in as foreign corporation:

## APPLICANT'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFA REQUESTS:

\_\_\_\_\_  
\_\_\_\_\_

## APPLICANT'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this application is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**MINIMUM APPLICANT REQUIREMENTS**

The following requirements apply to all prospective contractors.

	Requirement	Agree (initial)	Alternate Qualification (initial and attach explanation)
1.	Have a minimum of TWO (2) continuous year of experience providing Wildlife Management and/or Undomesticated or Wild Burro Services.		
2.	Ensure that agency and all employees have current licenses, permits, and/or certifications required to provide the services described in this RFA. Applicant must submit copies of each.		
4.	Provide a minimum of three (3) references of agencies or customers providing the same/or similar services as requested in this RFA.		
5.	Meet other presentation and participation requirements listed in this RFA.		
6.	Have no outstanding or pending complaints as determined through the California Department of Consumer Affairs.		
7.	Have the administrative and fiscal capability to provide and manage the proposed services.		

**SIGNED:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**STATEMENT OF CERTIFICATION**

The following statements are incorporated as part of our application for Undomesticated Burro Services in response to San Bernardino County Department of Public Health RFA No. 23-12.

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Alternate Qualification (initial and attach explanation)</b>
1.	The offer made in the application is firm and binding for 180 days from the date the application is opened and recorded.		
2.	All aspects of the application, including cost, have been determined independently, without consultation with any other prospective Applicant or competitor for the purpose of restricting competition.		
3.	All declarations in the application and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
4.	Applicant agrees that all aspects of the RFA and the application submitted shall be binding if the application is selected and a contract awarded.		
5.	Applicant agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Applicant's ability to perform the services as proposed.		
6.	Applicant, if selected will comply with all applicable rules, laws and regulations.		

## ADDITIONAL INFORMATION/REQUIREMENTS NARRATIVE SUMMARY

**Please provide the following information in a narrative response not to exceed 6 pages, double-spaced, 11-point font, with 1-inch margins:**

1. Indicate your organization's name at the top of the narrative response.
2. Describe the work your agency has done in the past related to Undomesticated Burros. Please include how many years of professional experience your agency has in providing Undomesticated or Wild Burro Services.
3. Does Applicant plan to sub-contract? If yes, please explain:



**REFERENCES**

#	Name of Contact/Customer	Contact Address	Email Address/ Phone Number	Dates services provided (from/through*)
1				
2				
3				
4				
5				

Provide a minimum of three (3) customer references you have contracted with, providing the same or similar service as requested in this RFA.

\*Enter "Present" if still providing the services (Example:10/08/20 - Present).



## STANDARD CONTRACT TERMS AND CONDITIONS

The selected Contractor will be required to enter into a formal Contract with the County. This RFA sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFA, Contractor will be deemed to have agreed to each clause unless the Proposal identifies an objection and County agrees to a change of language in writing. All objections to any Terms and Conditions must be listed on Attachment E, or any exception thereto shall be waived.

### A. General

#### 1. **Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

#### 2. **Contract Assignability**

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

#### 3. **Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

#### 4. **Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

#### 5. **Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

#### 6. **Change of Address**

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

#### 7. **Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

#### 8. **Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including

subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all additions and modifications to each of subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**9. Confidentiality**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**10. Primary Point of Contact**

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**11. County Representative**

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

**12. Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion

**13. Debarment and Suspension**

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

**14. Drug and Alcohol-Free Workplace**

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

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

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

**15. Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**16. Employment Discrimination**

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

**17. Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

**18. Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have

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

**19. Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

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

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

**20. Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**21. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**22. Licenses, Permits, and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

**23. Material Misstatement/Misrepresentation**

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

**24. Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**25. Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**26. Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**27. Ownership of Documents**

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

**28. Reserved****29. Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**30. Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**31. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**32. Representation of the County**

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

**33. Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**34. Subcontracting**

Contractor agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph B of this Section X. All approved subcontractors shall be subject to the provision of this contract applicable to Contractor Personnel, including removal pursuant to subsection A.5 of this Section X.

For any subcontractor, Contractor shall:

- 34.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 34.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Section V, Scope of Work.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**35. Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**36. Termination for Convenience**

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**37. Time of the Essence**

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

**38. Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.



**39. Fiscal Provisions**

- a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.
- b. Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- c. Contractor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- d. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- e. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

**40. California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**B. Indemnification and Insurance Requirements****1. Indemnification**

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

**Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of

Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**Waiver of Subrogation Rights**

The Contractor shall require the carriers of the required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**Policies Primary and Non-Contributory**

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

**Severability of Interests**

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

**Proof of Coverage**

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

**Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

**Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition,

if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change these insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

## 2. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

### **Workers' Compensation/Employers Liability**

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollar (\$250,000) limits, covering all persons, including volunteers, providing Services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

### **Commercial/General Liability Insurance**

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

**Automobile Liability Insurance**

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Contractor is transporting one or more non-employee passengers in performance of Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**Professional Services Requirements**

**Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

**Errors and Omissions Liability Insurance** with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

**Directors and Officers Insurance** coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

**Environmental Liability Insurance**

In addition to the Basic Requirements/Specifications for all Contracts, any Contract that involves the use handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA “Director’s list of Hazardous Substances” or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements.

- a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the Contract project. The required additional insured endorsement shall protect the County without any restrictions.
- b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

**C. Right to Monitor and Audit****1. Right to Monitor**

The County, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor

shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

## 2. Records

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Contractor's personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

## D. Correction of Performance Deficiencies

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. Contractor's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
  - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County;
  - b. Withhold funds pending duration of the breach;
  - c. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery;
  - d. Offset against any monies billed by Contractor but yet unpaid by the County;

- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies

**ATTACHMENT C - INDEMNIFICATION AND INSURANCE REQUIREMENTS  
AFFIDAVIT**

**THE PROPOSER’S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST  
COMPLETE THIS FORM AND  
THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE  
PROPOSAL.**

I, the undersigned (Please check one box) underwriter agent/broker, certify that I and the Proposer listed below have jointly reviewed the “Insurance Requirements” in this Request for Application (RFA). If the San Bernardino County (“County”) awards the Proposer the Contract for this project, I will be able—within fourteen (14) calendar days after the Proposer is notified of the Contract’s award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Attachment A: Standard Contract Insurance Requirements.

\_\_\_\_\_  
Insurance Broker / Agency Name \_\_\_\_\_ Date

\_\_\_\_\_  
Insurance Broker’s / Agent’s Name (Printed) \_\_\_\_\_ Insurance Broker’s / Agent’s Name (signature)

\_\_\_\_\_  
Address City State Zip Code

\_\_\_\_\_  
Telephone Number FAX Number Email Address

\_\_\_\_\_  
Proposer’s Name \_\_\_\_\_ County RFP Name and Number

***Below State the Name of Insurance Company Providing Coverage:***

DO NOT write “Will Provide,” “To Be Determined,” “When required,” or similar phrases.

Commercial General Liability	Automobile Liability
Workers’ Compensation Liability	Professional Liability
Pollution Liability	Cyber Liability
Sexual Abuse Liability	

**[NOTE TO PROPOSER: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]**

**NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the County do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the County may: (1) declare the Proposer’s Proposal non- responsive, and (2) award the Contract to the next highest ranked Proposer.**

***If you have any questions about the Insurance Requirements, please contact Mr. Victor Tordesillas, San Bernardino County - Risk Management Department, at (909) 386-8623 or via e-mail [victor.tordesillas@hr.sbcounty.gov](mailto:victor.tordesillas@hr.sbcounty.gov) (Please provide name of RFP with your email question(s)).***

**UNDOMESTICATED BURRO SERVICES IN SAN BERNARDINO COUNTY  
APPLICATION CHECKLIST**

<b>DUE: 04/01/2024</b>	
<b>DATE OF SUBMISSION:</b>	
<b>ORGANIZATION'S NAME:</b>	
<b>PROPOSAL CONTACT NAME:</b>	<b>PHONE NUMBER:</b>
<b>EMAIL ADDRESS:</b>	

Complete this Proposal Checklist and email it along with the following documents to: [Michael.Shin@dph.sbcounty.gov](mailto:Michael.Shin@dph.sbcounty.gov) by the due date.

Please Check	PROPOSAL CONTENTS
<input type="checkbox"/>	<b>Application for Undomesticated Burro Services</b> (Attachment A)
<input type="checkbox"/>	<b>Proposal Checklist</b> (Attachment D)
<input type="checkbox"/>	<b>Proposal Cover Page</b> (Attachment A)
<input type="checkbox"/>	<b>Narrative Summary</b> (Attachment A)
<input type="checkbox"/>	<b>Scope of Work:</b> Please submit a Scope of Work for services to be rendered. An outline template of key points to include has been provided (Attachment E)
<input type="checkbox"/>	<b>Licenses/Certificates:</b> Attach relevant licenses and certificates.
<input type="checkbox"/>	<b>Euthanasia Policy:</b> Attach current Euthanasia Policy for undomesticated burros as required by SB 371 in order to be eligible to enter into contract with Animal Care and Control agencies.



## SCOPE OF WORK

### Scope Overview

- *Notate services and scope of work to be provided for listed fees*
- *Define County Responsibility vs. Contractor Responsibility.*
- *Describe current capacity and availability.*

DRAFT