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Contract Number
25-681

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Pure Processing, LLC
Contractor Representative	Naveen Samuel
Telephone Number	(714) 234-1030
Contract Term	
Original Contract Amount	\$190,174.46 plus applicable taxes
Amendment Amount	N/A
Total Contract Amount	\$190,174.46 plus applicable taxes
Cost Center	9174704200
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("County") desires to acquire ergonomic workstations and related equipment ("collectively, "Equipment") for Arrowhead Regional Medical Center ("ARMC"); and

WHEREAS, Since 2010, Pure Processing, LLC ("Contractor") has specialized in developing and manufacturing ergonomic solutions for the healthcare industry; and

WHEREAS, the County desires that the Equipment be provided by Contractor and Contractor agrees to provide the Equipment as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A. Equipment: Refers to all items in Exhibit A.

B. CONTRACTOR RESPONSIBILITIES

B.1 Contractor shall provide and deliver to ARMC the Equipment, fully assembled with pegboard and all accessories.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 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.

C.3 Contract Assignability

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

C.4 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.

C.5 Attorney's Fees and Costs

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

C.6 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 Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. 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.

C.7 Change of Address

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

C.8 Choice of Law

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

C.9 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 amendments and modifications to each of the documents listed in 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.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the 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 purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

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.

C.12 County Representative

The Arrowhead Regional Medical Center Chief Executive Officer 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, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. 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. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors 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.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's

employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** 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.15.3** 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.

The 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.

C.16 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.

C.17 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 VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 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. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 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 the Contract or any competing

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

C.20 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 this 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 the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 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.

C.22 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.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of 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 a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 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.

C.25 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".

C.26 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.

C.27 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.

C.28 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 products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.30 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.

C.31 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 the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a 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.

C.32 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.

C.33 Release of Information

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

C.34 Representation of the County

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

C.35 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.

C.36 Reserved

C.37 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.

C.38 Reserved

C.39 Time of the Essence

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

C.40 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.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private

gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country->

[information/ukraine-russia-related-sanctions](https://www.dgs.ca.gov/OLS/Ukraine-Russia)), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

- C.45 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**
Contractor has disclosed to the County using Attachment A – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

D. COUNTY RESPONSIBILITIES

- D.1** County shall ensure that all elevators, door openings, hallways, and areas en route from receiving area to installation site are reasonably clear and will accept equipment without dismantling equipment or removing/modifying any door frames, ceilings, cabinets, or other facility structures.
- D.2** Capital equipment will be delivered on pallets via outside delivery motor freight only. Equipment will need to be received outside by County. Storage or inside delivery of equipment is responsibility of County. If additional services are need upon delivery, County must specify request upon order. Smaller items may be packaged and delivered as a parcel shipment, which will be specified on the packing slip.
- D.3** Capital equipment will be sent fully assembled with pegboard and all accessories. If County request any disassembly or special packaging for shipment or install, additional installation charges will be added to the invoice.
- D.4** Storage and inside delivery arrangements are the sole responsibility of the County. If additional services (e.g. lift gate, inside delivery, or white glove service) are required, the County must request them at the time of order placement. Any post-order service requests may be subject to additional fees and availability.

E. FISCAL PROVISIONS

- E.1** Contractor shall bill the County for the Equipment in accordance with the prices set forth on Exhibit A. Applicable taxes shall be applied to the prices on Exhibit A. Shipping and freight (if any) costs for the Equipment shall not exceed \$7,422 and will be billed to the County.
- E.2** Payment terms are Net 45 days ACH payment.
- E.3** Contractor shall accept all payments from County via electronic funds 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.
- E.4** 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.5** Reserved
- E.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- E.7** Invoices are due and payable within 45 days via ACH, from the date the invoice is received. Accounts with overdue balances may be placed on credit hold. Pure Processing requires a 25% payment on order total to be paid Net 45 days upon receipt of invoice.
- E.8** County agrees to delivery within 30 days of order ready date, regardless of readiness. Custom Goods may not be returned without prior approval from Contractor. County shall not be entitled to any refund or credit for custom-made parts, used parts, or parts that are missing labels or packaging. County is responsible for all freight costs associated with the return of goods after shipment and may be required to pay a 25% restocking fee on stock items. Note stainless steel tables are not returnable once drawings are approved by the County
- E.8** Contractor shall select the method and carrier for delivery of all products. Title and risk of loss or damage to the Products shall pass from Contractor to County upon delivery to County.
- E.9** All pallet orders must be shipped using Contractor's preferred insured motor freight carriers. Estimates of shipping are included in quote if requested by County. Actual shipping costs are added to invoice as prepay and add upon scheduling shipment. Shipping charges are subject to change at any time. Finalized shipping costs will be verified upon receipt of the order.
- E.10** **Warranty** - Products manufactured and/or sold by Contractor have a warranty for a period of 1 year from the date of invoice. The warranty is only valid in so far as the product has been used and maintained in accordance with the manufacturer's written documentation provided with the product. This warranty does not extend to installation of plumbing or electrical as these are responsibility of the contractor installing the product. Contractor, at its option, will either repair or replace any components found to be defective or at variance from manufacturer's specifications within this time at no cost to the County. It shall be the County's responsibility to return the product directly to Contractor after receiving a Returned Material Authorization Number from Contractor's

Service Department. Prior to returning the product, it shall be the County's responsibility to package the product in a manner that minimizes the possibility of shipping damage.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

F.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any Equipment. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the Equipment that is the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any Equipment becomes, or is likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the Equipment; (ii) replace or modify the Equipment to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the Equipment upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such Equipment.

The Contractor also agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers 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 indemnities. 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.

F.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured 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.

F.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of 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.

F.4 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.

F.5 Severability of Interests

The 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 the County or between the County and any other insured or additional insured under the policy.

F.6 Proof of Coverage

The 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, the 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.

F.7 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".

F.8 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.

F.9 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 will be reduced to pay for County purchased insurance.

F.10 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 interests of the County. In addition, if the Department of 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 the above 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.

- F.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the 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 anyway 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:

- F.11.1** Workers' Compensation/Employer's 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 \$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 the 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.

- F.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the 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.

- F.11.3** 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 the Contractor is transporting one or more non-employee passengers in performance of contract 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 the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

F.11.4 **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.

G. CORRECTION OF PERFORMANCE DEFICIENCIES

G.1 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.

G.2 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; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
- 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.

H. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Arrowhead Regional Medical Center
400 N. Pepper Ave.
Colton, CA 92324

Pure Processing, LLC
130 E. Saint Charles Rd, Unit C
Carol Stream, IL 60188

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

I. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein.

Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► 
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 09 2025
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By  
Lynna Morrell
Clerk of the Board of Supervisors
San Bernardino County
Deputy

PURE PROCESSING, LLC

(Print or type name of corporation, company, contractor, etc.)

DocuSigned by:
By 
Carrie Pasinski, Chief Financial Officer

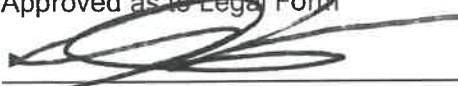
Name Carrie Pasinski

Title Chief Financial Officer
(Print or Type)

Dated: 07/31/2025

Address 130 E. Saint Charles Rd., Unit C
Carol Stream, IL 60188

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Supervising Deputy
County Counsel
Date 8/29/2025

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief
Executive Officer
Date 8/29/2025

EXHIBIT A



Product Code	Product Description	Quantity	Sales Price	Total Price
PS-ERGTB-HA-6032	<p>The <u>PureSteel™</u> Ergonomic WorkStation is designed to enhance the packaging of instruments and instrument sets in reprocessing areas. Electro-mechanical height-adjustability allows users to find the most comfortable standing or sitting height during work. Features <u>include</u>: push button lifters to adjust work height and enable easy maintenance; 8 electrical outlets for wiring additional equipment.</p> <p>QTY 1, 60"L x 32"W height-adjustable workstation.</p>	2.00	\$11,579.07	\$23,158.14
PS-TB-PB-6024-S	<p><u>PureSteel™</u> Table Pegboards organize and store a customized set of reprocessing tools and supplies within safe and ergonomic reach for the technician or nurse. <u>Can</u> also organize electric cords away from wet or crowded areas. Features <u>include</u>: height adjustable with the table; a variety of optional organizing accessories.</p> <p>QTY 1, 60"L x 24"H table pegboard, standard pegs throughout.</p>	2.00	\$2,619.88	\$5,239.76
PS-TB-HASHLF	<p>A suspended shelf mounted underneath Ergonomic WorkStations or Tables to <u>lets</u> users store accessories at each table. Adjusts with height-adjustable tables.</p> <p>QTY 1, height-adjustable shelf.</p>	2.00	\$2,344.65	\$4,689.30
PS-TB-PSHLF-12W	<p>The pull out shelf stores <u>work area</u> underneath prep and pack tables. Mounted on underside of an Ergonomic WorkStation or <u>Table, and</u> has 24" extension out from table.</p>	2.00	\$871.78	\$1,743.56



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	Weight capacity est. 50 lbs. QTY 1, 12" W pull-out shelf.			
PS-TB-HEATSEALSFL	The PureSteel™ Hughes Seal & Slow Heat Sealer Shelf is a ergonomic & space saving solution for staging large, heavy heat sealers off of countertops. Heat sealers can be staged onto a collapsible shelf that sits on the underside of the table. When needed, the shelf can be brought to table-level for use. When a heat sealer isn't required, the shelf can collapse hands-free to store the heat sealer. 21.5"D x 16"W. Heat sealer not included. QTY 1 Heat Sealer Shelf.	2.00	\$2,132.50	\$4,265.00
PS-TB-LGHT	Pre-installed LED light into the working surface of the PureSteel™ Ergonomic Work Station. Allows technicians to inspect woven and non-woven material for defects and quality. Features a dimmer switch to adjust light intensity and removable and replaceable protective acrylic sheet. QTY 1 table light and acrylic sheet with printed ruler for measuring.	2.00	\$2,557.03	\$5,114.06
PS-TB-EVOLUTION-2FT	The Paladin Evolution Rail System is an optional rail which mounts directly to the side of a table or pegboard, allowing Users to easily 'snap', move and re-organize accessories to different locations without any tools or hardware; easily snap & reorganize in minutes! The rail is compatible with any backwall or pegboard configuration. Ideal solution for peel pouch box holders and more. QTY 1, 2 foot rail for table installations.	1.00	\$1,281.50	\$1,281.50
PS-PPH-32	The PureSteel™ Peel Pouch Box/Sleeve Holder holds boxes or loose sleeves of peel pouches. Great for peel pouch sizes for robotic devices, or boxes. approximately 32"L. Compatible with the Paladin Evolution Rail System for Tables. QTY 1 peel pouch box/sleeve holder.	1.00	\$1,575.50	\$1,575.50
T-TB-PB-HOOD-04	The PureSteel Table Light Hood provides lighting on table pegboards for optimal visualization of surfaces and soils. 4' in length. QTY 1.	2.00	\$1,114.79	\$2,229.58
PS-LGHT-475X	The PureSteel™ 4.75x Magnification Task Light provides sterile processing and gastroenterology professionals with enhanced magnification capabilities for external visual inspection capabilities. The task light features 2 different glass lenses that are easily swapped to match the magnification to the task or IFU (a 4.75x and 2.25x magnification lens). The task light features touch-sensitive brightness controls and a spring-balanced arm for easy adjustment & control. Includes a c-clamp and L-bracket for mounting, but does not include hardware. QTY 1 task light, 1, 4.75x lens, and 1, 2.25x lens.	2.00	\$1,202.51	\$2,405.02
PS-SLF-LGHT-24x12	PureSteel™ Lighted Shelves provide a stainless steel shelf option for mounting accessories on prep and pack tables or sinks. Built-in lighting also enhances inspection and fine detail work. QTY 1, 24"x12" shelf with built-in LED light bar. Features 1.5" back splash.	2.00	\$404.47	\$808.94
PS-SLF-141215	PureSteel Shelves help organize and mount reprocessing equipment to pegboards requiring flat-bottom support, including: leak testers, heat sealers, suction pumps, drying aids, and other similar accessories. QTY 1, 14"x12x1.5"	2.00	\$322.05	\$644.10
PS-PPRS-05	PureSteel™ Peel Pouch Rack vertically organizes stacks of pre-cut peel pouch packets on a back wall shelf. 8.7"x4"x4". 1.625" spacing. Must be used on a flat surface or shelf.	2.00	\$234.37	\$468.74



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	QTY 1 peel pouch rack with 5 slots.			
PS-TB-RAIL	The PureSteel™ Prep and Pack Organization Rail lets users hang peel pouch rolls, stickers, and other sterilization materials on a rail for easy dispensing and refilling. Includes a built-in light. QTY 1, 26"L rail shelf.	2.00	\$921.04	\$1,842.08
PS-TAPEDS	The PureSteel™ Tape Dispenser mounts rolls of sterilization indicator tape directly onto a backwall, pegboard, or any wall to clear up counter space. Great for installation at assembly tables. QTY 1 tape dispenser for backwalls, pegboards, or wall mounting.	2.00	\$279.14	\$558.28
PS-PSBR-24x3	Wall mounted rail for PureSteel Plastic Shelf Bins. Allows flexible installation and management of bins on pegboards and walls. QTY 1, wall mounted rail. 24"L x 3"H.	2.00	\$120.78	\$241.56
PS-PSB-5.5x11x5	Plastic shelf bins that hang to PureSteel pegboards and organize tools and accessories at an easy to reach height. QTY 1, plastic shelf bin. 5.5"W x 11"L x 5"H	8.00	\$13.93	\$111.44
PC-VS-ARM-S-KYBD	The Ergotron® Wall Mounted Keyboard and Monitor Arm organizes keyboards, computer mice, handheld scanners, and computer monitors at an appropriate, ergonomic height for every user. The Keyboard Arm is ideal for tight areas with built-in flexibility for wrist, arm, and height adjustment. The back tilt keyboard tray also removes pinch points during work. QTY 1 Wall Mounted Keyboard and Monitor Mount System. Does not include monitors, keyboards, scanners, or additional items.	2.00	\$1,973.48	\$3,946.96
PC-VS-VSS	The Ergotron® VESA Scanner Shelf provides a platform shelf for placing wireless scanners or accessories alongside monitor screens. Holds up to 1.5 lbs, and works with screens up to 24". QTY 1 scanner mount. Includes mounting brackets.	2.00	\$290.27	\$580.54
PS-ASSEMBLY-T3	Factory assembly of back walls and/or pegboards, accessories, electrical wiring and channeling, and product assembly. Final polish and cleaning included. Factory assembly does not include final connections, removal of pre-existing systems or equipment, or moving equipment into place.	2.00	\$2,650.00	\$5,300.00
PS-ERGTH-HA-6032	The PureSteel™ Ergonomic WorkStation is designed to enhance the packaging of instruments and instrument sets in reprocessing areas. Electro-mechanical height-adjustability allows users to find the most comfortable standing or sitting height during work. Features include: push button lifters to adjust work height and enable easy maintenance; 8 electrical outlets for wiring additional equipment. QTY 1, 60"L x 32"W height-adjustable workstation.	4.00	\$11,579.07	\$46,316.28
PS-TB-PB-6024-S	PureSteel™ Table Pegboards organize and store a customized set of reprocessing tools and supplies within safe and ergonomic reach for the technician or nurse. Can also organize electric cords away from wet or crowded areas. Features include: height adjustable with the table; a variety of optional organizing accessories. QTY 1, 60"L x 24"H table pegboard. standard pegs throughout.	4.00	\$2,619.88	\$10,479.52
PS-TB-HASHLF	A suspended shelf mounted underneath Ergonomic WorkStations or Tables to lets users store accessories at each table. Adjusts with height-adjustable tables.	4.00	\$2,344.65	\$9,378.60



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	QTY 1, height-adjustable shelf			
	The pull out shelf stores work area underneath prep and pack tables. Mounted on underside of an Ergonomic WorkStation or Table, and has 24" extension out from table. Weight capacity est. 50 lbs. QTY 1, 12" W pull-out shelf.			
PS-TB-PSHLF-12W		4.00	\$871.78	\$3,487.12
	Pre-installed LED light into the working surface of the PureSteel™ Ergonomic Work Station. Allows technicians to inspect woven and non-woven material for defects and quality. Features a dimmer switch to adjust light intensity and removable and replaceable protective acrylic sheet QTY 1 table light and acrylic sheet with printed ruler for measuring			
PS-TB-LGHT		4.00	\$2,557.03	\$10,228.12
	The PureSteel Table Light Hood provides lighting on table pegboards for optimal visualization of surfaces and soils. 4' in length. QTY 1.			
T-TB-PB-HOOD-04		4.00	\$1,114.79	\$4,459.16
	The PureSteel™ 4.75x Magnification Task Light provides sterile processing and gastroenterology professionals with enhanced magnification capabilities for external visual inspection capabilities. The task light features 2 different glass lenses that are easily swapped to match the magnification to the task or IFU (a 4.75x and 2.25x magnification lens). The task light features touch-sensitive brightness controls and a spring-balanced arm for easy adjustment & control. Includes a c-clamp and L-bracket for mounting, but does not include hardware. QTY 1 task light, 1, 4.75x lens, and 1, 2.25x lens.			
PS-LGHT-475X		4.00	\$1,202.51	\$4,810.04
	PureSteel™ Lighted Shelves provide a stainless steel shelf option for mounting accessories on prep and pack tables or sinks. Built-in lighting also enhances inspection and fine detail work. QTY 1, 24"x12" shelf with built-in LED light bar. Features 1.5" back splash.			
PS-SLF-LGHT-24x12		8.00	\$404.47	\$3,235.76
	PureSteel™ Peel Pouch Rack vertically organizes stacks of pre-cut peel pouch packets on a back wall shelf. Must be used on a flat surface or shelf. 20.5"x6"x6" size. 2.5" spacing. QTY 1 peel pouch rack with 8 slots.			
PS-PPRS-08		4.00	\$347.01	\$1,388.04
	PureSteel Shelves help organize and mount reprocessing equipment to pegboards requiring flat-bottom support, including: leak testers, heat sealers, suction pumps, drying aids, and other similar accessories. QTY 1, 14"x12x1.5"			
PS-SLF-141215		4.00	\$322.05	\$1,288.20
	The PureSteel™ Tape Dispenser mounts rolls of sterilization indicator tape directly onto a backwall, pegboard, or any wall to clear up counter space. Great for installation at assembly tables. QTY 1 tape dispenser for backwalls, pegboards, or wall mounting.			
PS-TAPEDS		4.00	\$279.14	\$1,116.56
	Wall mounted rail for PureSteel Plastic Shelf Bins. Allows flexible installation and management of bins on pegboards and walls. QTY 1, wall mounted rail. 24"L x 3"H.			
PS-PSBR-24x3		4.00	\$120.78	\$483.12
	Plastic shelf bins that hang to PureSteel pegboards and organize tools and accessories at an easy to reach height. QTY 1, plastic shelf bin. 5.5"W x 11"L x 5"H			
PS-PSB-5.5x11x5		16.00	\$13.93	\$222.88
	The Ergotron® Wall Mounted Keyboard and Monitor Arm organizes keyboards, computer mice, handheld scanners, and computer monitors at an appropriate,			



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PC-VS-ARM-S-KYBD	ergonomic height for every user. The Keyboard Arm is ideal for tight areas with built-in flexibility for wrist, arm, and height adjustment. The back tilt keyboard tray also removes pinch points during work. QTY 1 Wall Mounted Keyboard and Monitor Mount System. Does not include monitors, keyboards, scanners, or additional items.	4.00	\$1,973.48	\$7,893.92
PC-VS-VSS	The Ergotron® VESA Scanner Shelf provides a platform shelf for placing wireless scanners or accessories alongside monitor screens. Holds up to 1.5 lbs, and works with screens up to 24". QTY 1 scanner mount. Includes mounting brackets.	4.00	\$290.27	\$1,161.08
PS-ASSEMBLY-T3	Factory assembly of back walls and/or pegboards, accessories, electrical wiring and channeling, and product assembly. Final polish and cleaning included. Factory assembly does not include final connections, removal of pre-existing systems or equipment, or moving equipment into place.	4.00	\$2,650.00	\$10,600.00

Totals				
	Total Price	\$182,752.46		
	Shipping	FOB Origin - TBD		
		Shipping charges calculated and added to the invoice on shipment date		
	Grand Total	\$182,752.46		



ATTACHMENT A

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Pure Processing LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒ X
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
_____ Daniel Gusanders _____
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☒ If no, please skip question 11.

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other

County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.