



CENTRAL DISTRICT HEALTH

REQUEST FOR PROPOSAL

CDH Environmental Health System Project
CDH EHS 24-05

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RFP ADMINISTRATIVE INFORMATION AND DEADLINES

RFP Title:	Environmental Health System Project
RFP Project Description:	Central District Health (CDH) is seeking a new system for environmental health applications, inspections, permitting, renewals, document storage and maintenance, and reporting.
RFP Lead:	Connie Clark-Schuur Central District Health 707 N Armstrong Pl, Boise, ID 83704 ccschuur@cdh.idaho.gov 208-327-8513
Submit electronically via email:	ccschuur@cdh.idaho.gov
Deadline to Receive Questions:	May 7, 2024 @ 5:00 p.m. Mountain Time
RFP Closing Date:	May 30, 2024 @ 5:00 p.m. Mountain Time
Initial Term of Contract and Renewals:	Five (5) years. Upon mutual, written agreement, the Contract may be renewed, extended or amended.

1 OVERVIEW

1.1. Purpose

Central District Health is seeking a vendor to provide a system for environmental health inspections including food facilities, childcare facilities, public swimming pools, septic, and land-based inspections. The system should allow for full lifecycle of these procedures including application, inspections, permitting, automated renewals, reporting, and document storage and maintenance.

1.2. Definitions

(n/a)

1.3. Background Information

CDH is currently using a customized application to track all Environmental Health inspections including food facility, childcare facility, and land-based inspections. This application is outdated and will no longer be used.

CDH is a public health district in Idaho covering 4 counties. The district area includes many rural and remote areas which do not always offer internet connectivity. The population is about 575,000 with 90% of that being in Ada County. We have a team of about 15 inspectors and 4 administrative staff who currently process applications and permits and perform inspections.

1.4. Resulting Contract

If the CDH awards a contract from this Solicitation, it will do so by issuing a contract which will be an acceptance of the successful offer. The Contract will be comprised of that contract document; this RFP, including any incorporated documents; the successful Proposal, including any clarifications requested by CDH; and an artifact formalizing any requirements agreed upon through contract discussions or negotiations, if applicable.

The following documents are incorporated into this RFP as if set out in their entirety:

- Solicitation Instructions for Vendor
- Standard Contract Terms and Conditions

RFP documents can be found on Central District Health's website. [Central District Health \(idaho.gov\)](http://Central District Health (idaho.gov)) If multiple versions of any of these documents are available on the website, the version in effect on the day the RFP was issued shall apply.

2 QUESTIONS

2.1. Restrictions on Communications

From the issue date of this RFP, until a contract is awarded, or the RFP is cancelled, vendors are prohibited from communications regarding this RFP with all CDH staff except the Purchasing manager. Communication with her must be directed to her email, Ccschuur@cdh.idaho.gov. Communication evaluation committee members, or other associated individuals is prohibited. Communication regarding the RFP with prohibited staff could result in disqualification from continued participation in the RFP.

2.2. Questions

2.2.1. This solicitation is issued by CDH; documents will be posted on CDH website: [Central District Health \(idaho.gov\)](http://CentralDistrictHealth.idaho.gov). The RFP Lead, cscchuur@cdh.idaho.gov is the only contact for this Solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFP, amendments will be posted on the website. It is the responsibility of parties interested in this RFP to monitor the website for any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to [Central District Health \(idaho.gov\)](http://CentralDistrictHealth.idaho.gov) to be valid.

2.2.2. Questions or other correspondence must be submitted in writing to the RFP Lead (see contact information in the RFP Administrative Information, page 1). QUESTIONS MUST BE RECEIVED BY 5:00 P.M. MOUNTAIN TIME ON THE DATE LISTED IN THE RFP ADMINISTRATIVE INFORMATION.

2.2.3. Written questions must be submitted using **Attachment 1 - Offeror Questions**. Official answers to all written questions will be posted on CDH's website [Central District Health \(idaho.gov\)](http://CentralDistrictHealth.idaho.gov), as an amendment to this RFP.

2.3. Vendor Proposed Modifications and Exceptions to Requirements, Terms, and Conditions

2.3.1. Vendors are strongly encouraged to submit any proposed modifications to the requirements, terms, or conditions of the RFP on **Attachment 1 - Offeror Questions** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:

- The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
- Recommended verbiage should be consistent in content, context, and form with the requirement that is being questioned.
- Explanation of how CDH's acceptance of the recommended verbiage is fair and equitable to both CDH and to the party submitting the question.

2.3.2. In the event that a Proposal contains modifications or exceptions to any Solicitation requirements, terms, or conditions which are not addressed during the question-and-answer period, they must be identified and submitted on **Attachment 2 - Modification and Exception Form** and must contain the same information outlined in Section 2.3.1, above. CDH will not consider any modifications or exceptions that are not identified specifically on Attachment 2.

2.3.3. CDH has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. CDH will only negotiate non-material modifications or exceptions. Modifications or exceptions which CDH determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated. In the event that the Offeror has conditioned its Proposal on CDH's acceptance or negotiation of its proposed modifications or exceptions, and the modifications or exceptions are deemed material, the Offeror will be given the opportunity to retract the proposed modifications or exceptions from its Proposal. Failure to do so will result in the Offeror's Proposal being found non-responsive, after which it will receive no further consideration.

2.3.4. Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of CDH; however, CDH shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its Proposal and remove the modifications and/or exceptions. Failure to do so may result in CDH finding the Proposal non-responsive.

2.3.5. Except as otherwise provided within the Solicitation, the CDH will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP Closing Date.

3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

3.1. General Instructions

3.1.1. Proposals must be submitted electronically as detailed below. Except as otherwise addressed in this solicitation, all submission materials must be submitted at the same time (in a single electronic submission). If multiple submissions are received, only the latest timely submission will be considered.

3.1.2. Alternate proposals are not allowed.

3.2. Trade Secrets (if applicable)

Paragraph 28 of the Solicitation Instructions to Vendors describes trade secrets to “include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.” In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:

3.2.1. Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

3.2.2. Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the CDH’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

3.2.3. Submit a redacted copy of the Proposal with all trade secret information removed or blacked out. The redacted copy must be submitted electronically, with the word “redacted” in the file name, whether the Proposal is submitted manually or electronically.

3.3. Submission

3.3.1. Electronically submitted Proposals must be submitted via email to ccschuur@cdh.idaho.gov.

3.3.2. Offerors are advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror's response.

4 PROPOSAL FORMAT

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

4.1. Table of Contents

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major Sections.

4.2. Format

Proposals must include a response to each section and each section must be clearly identified. Sections to be included are Signature Page, Cover Form, Acknowledgement of Amendments (if applicable), all elements of Section 7 (Business Information), all elements of Section 8 (Organization and Staffing), and all elements of Section 9 (Scope of Work).

Proposals should also include any applicable attachments as listed in the RFP.

4.3 Timeliness

Complete proposals must be submitted by the close date of the RFP. Late submissions will not be considered.

5 PROPOSAL REVIEW, EVALUATION, AND AWARD

5.1. Overview

The objective of CDH in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

5.1.1. All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP. Any Proposal(s) not meeting the Mandatory Submission Requirements will be found non-responsive.

5.1.2. Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements	Pass/Fail
Business Information (Section 7)	50 points
Organization and Staffing (Section 8)	50 points
Scope of Work (Section 9)	300 points
<u>Cost Proposal</u>	<u>100 points</u>
TOTAL POINTS	500 points

5.2. Technical Proposal

5.2.1. The Technical Proposal will be reviewed to ensure it meets the required elements. All Proposals which are determined by CDH, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.

5.2.2. The Technical Proposal will be evaluated and scored utilizing one (1) or more Evaluation Committee(s).

5.3. Cost Proposal

5.3.1. The Cost Proposal will be evaluated for all Offerors who meet technical requirements.

5.3.2. The Cost Proposal will be evaluated and scored utilizing one (1) or more Evaluation Committee(s).

5.4. Responsibility

CDH may require the apparent high point Offeror to provide documentation to demonstrate its responsibility. The RFP Lead may request documentation including, but not limited to credit or financial reports, and references. Failure to provide requested documentation may result in the Offeror being deemed non-responsible. Nothing herein shall prevent the CDH from using other means to determine Offeror's responsibility.

5.5. Award

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total points.

6 MANDATORY SUBMISSION REQUIREMENTS CHECKLIST

NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY; OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.

- Cover Form: Complete, sign, and submit **Attachment 3, Cover Form.**
- Acknowledgement of Amendments (if applicable, a form will be provided if Amendments are in place and need to be Acknowledged).
- Section 7:** Business Information - Provide response to all sections: Business Profile, Experience, Organizational Chart, Demonstrated Success, Customer Satisfaction, References
- Section 8:** Organization and Staffing – Provide response to all sections: Project Lead, Key Personnel and Qualifications, Subcontractors
- Section 9:** Scope of Work – Provide response to the following sections: Requirement, Implementation, Training
- Cost Proposal: Provide your cost information on the form provided in **Attachment 4, Cost Proposal.**
- (If applicable) Redacted copy of Technical Proposal and list of Trade Secret redactions, as detailed in **Section 3.2.**

7 BUSINESS INFORMATION

Information provided for sections 7.1-7.5 should be about 2-4 pages, Organizational Chart is not included in the 2–4-page recommendation.

7.1. Business Profile

Provide a profile of your business including Offeror's business history, description of current service area, and customer base.

7.2. Experience

Describe in detail your knowledge and experience in providing services similar to those required in this RFP.

7.3. Demonstrated Success

Provide specific data demonstrating previous success with similar projects.

7.4. Customer Satisfaction

Using available data, describe your customer satisfaction with data such as customer return rate, customer satisfaction scores or other data that meets this criterion. Additional examples may include exercising option renewals, extending agreements, selecting your company again upon re-solicitation, etc.

7.5. References

Provide contact information for at least three (3) references. (CDH prefers that at least one reference be from an entity of a comparable size who also performs inspections in rural and remote areas.)

8 ORGANIZATION AND STAFFING

Information provided for sections 8.1-8.4 should be about 1-4 pages in length.

8.1. Project Lead

Identify the person who will be the dedicated Project Lead if Offeror is awarded a contract. Provide a description of the proposed Project Lead's experience and qualifications. You may submit a resume in response to this section.

8.2. Key Personnel and Qualifications

Provide a list of key management, customer service and other roles to be used in the fulfillment of this Contract (in addition to the Project Lead). Provide role descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the project. **Your response should demonstrate the extent to which you have the expertise to accomplish the Scope of Work.**

8.3. Subcontractors

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements. NOTE: The information provided for subcontractors, if any, will be evaluated as part of **Section 8.2, Other Key Personnel and Qualifications.**

If you do not intend to utilize subcontractor(s), provide a statement to that effect.

9 SCOPE OF WORK

All sections of the Scope of Work are required contract services. Use this Proposal outline as part of your response to the RFP. Keep in mind, the evaluators will be scoring your Proposal based on the methodologies proposed and the completeness of the response to each item listed below. You must describe in detail how you will meet each requirement below. Include personnel, proposed timelines, methodologies, and any pertinent information that will be required from the Agency in order to achieve full compliance with all tasks and deliverables. There is no suggested length for the Scope of Work section, please answer each element completely.

9.1 Project Requirements (describe in detail)

- 9.1.1 Describe your ability to integrate O365 email environment and compatibility with Android iOS and Windows
- 9.1.2 Ability to transition SQL database and LaserFische EDS (Electronic Document System)
- 9.1.3 Full lifecycle of environmental health inspections from application to inspection, to permitting and/or printing of certificate/certification
- 9.1.4 Ability to customize and configure forms in accordance with Idaho Code
- 9.1.5 Ability to provide data analytics or connect to Power BI
- 9.1.6 Public portal for reporting foodborne illnesses and similar required reportable events and portal should accommodate public applications
- 9.1.7 Ability to do plan reviews and send approval notifications
- 9.1.8 Ability to accept payment or integrate with existing payment platform
- 9.1.9 Comply with industry standards for security including protection of PII and require multi-factor authentication
- 9.1.10 Describe how CDH can test functionality and whether or not a sandbox or test environment will be made available

- 9.1.11 Describe your SLA (Service Level Agreement) for responding to system issues, user, and any other technical or operational problem.

9.2 (ME) Implementation

Describe your plan to successfully implement your product in CDH's environment.

Provide a preliminary timeline for implementation.

Note: the formal project timeline will be established post-award. CDH anticipates implementation in the summer/fall of 2024.

9.3 Training

Describe in detail your plan for providing the required training, including methodology. Describe any additional training that will be provided (must be included in the offered price).

9.4 Agency Responsibilities

CDH will be responsible for:

- 9.4.1 Determining requirements for which existing documents will transition to the new environment
- 9.4.2 Providing templates for existing forms and documents as needed by vendor
- 9.4.3 Providing other user needs analysis as needed by vendor

ATTACHMENT 1 – OFFEROR QUESTIONS

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Instructions:

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regard to a CDH Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for CDH use only.
4. Once completed, this form is to be e-mailed to ccschuur@cdh.idaho.gov. The e-mail subject line is to state the RFP number followed by “Questions.”
5. Compiled form with answers to all questions will be posted on CDH website, amendments will be made as needed and will be announced on CDH website.

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Question	RFP Section	RFP Page	Question	Response
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ATTACHMENT 3 – COVER FORM

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Attachment 3, Cover Form must be completed, signed, and submitted with your Proposal. Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

Instructions: The Technical Proposal must include a signed copy of this cover form. Copy and paste this form onto your company letterhead, or include the following information: Offeror’s company name, mailing address, phone number, fax number, e-mail address, and name of Offeror’s authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

Requirement	Response
Offeror’s corporate or other legal entity status	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Offeror’s Tax Identification Number	EIN:
Offeror’s DUNS Number	DUNS:
Is Offeror a legal entity with the legal right to contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other than modifications/exceptions identified on Attachment 3, in compliance with Section 2.4 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments, including but not limited to those identified in Section 1.4 and the Special Terms and Conditions in Appendix?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Offeror in compliance with applicable equal employment regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract.?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror understand and agree that for breach or violation of the above term, CDH has the right to annul the Contract without	<input type="checkbox"/> Yes <input type="checkbox"/> No

liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.	
Firm(s) and/or staff responsible for writing the Proposal	Names:
Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at https://sam.gov .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Offeror affirm that the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed By: _____

Printed Name: _____

Date: _____

ATTACHMENT 4 – COST PROPOSAL

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Attachment 4, Cost Proposal must be completed and submitted with your Proposal. The Offeror must provide a fully-burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, travel, profit, and supplies.

The samples below are intended to be samples only. Other pricing proposal methodology, including providing a “not to exceed” number, or estimated total cost of project will be accepted.

[sample 1- hourly rates]

Description	Estimated Hours	Unit Price (Hourly Rate)	Extended Price (Estimated Annual Cost)
Service A	XX	\$ per hour	\$
Service B	XX	\$ per hour	\$
TOTAL ESTIMATED ANNUAL PRICE			\$

[sample 2- software/service including implementation]

Description	Fully-burdened Cost
Implementation (including all services detailed in Sections XXX)	\$
Year 1 Service	\$
Year 2 Service	\$
Year 3 Service	\$
Year 4 Service	\$
Year 5 Service	\$
TOTAL 5-YEAR COST	\$

[sample 3- marketing scenario]

Provide cost information for any and all positions you anticipate using for the complete project including all sections listed above. (You may add as many positions as you need.)

Position Title	Anticipated Number of Hours	Fully-burdened Hourly Rate	Extended Cost
		\$	\$
		\$	\$
		Project Total	\$

ATTACHMENT 4 – COST PROPOSAL (cont.)

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Company Name: _____

Name of Individual submitting bid: _____

Phone: _____ Fax: _____

E-mail: _____

APPENDIX A – TERMS AND CONDITIONS BACKGROUND AND LIMITATIONS

CDH EHS 24-05 CDH Environmental Health System Project

Should a contract be granted with an offeror, the following Terms and Conditions will apply:

1. Upon default, the District (CDH) or Contractor may cancel this Agreement without any notice and may pursue any and all legal, equitable, and other available remedies. Default occurs if the District or Contractor fails to perform any of the covenants, conditions, or services of this Agreement and such defects in performance are not cured within ten (10) working days after receipt of written notice of default.
2. District and Contractor expressly agree (a) that Contractor is an independent Contractor; (b) that there exists no employer-employee relationship between the District and Contractor; and (c) that there exists no principal-agent relationship between the District and Contractor.
3. As compensation for the services to be performed pursuant to this Agreement, District agrees to pay Contractor at such times and in such amounts as is set forth on Exhibit “B” attached hereto, and by this reference incorporated herein. Contractor acknowledges that as an independent contractor, Contractor is not entitled to overtime compensation or any other additional compensation pursuant to the Fair Labor Standards Act.
4. Contractor acknowledges that Contractor is not eligible to participate in or to be covered by the District with regard to the following programs:
 - (a) Unemployment compensation
 - (b) Social Security
 - (c) Group life insurance
 - (d) Public employees retirement
 - (e) Worker’s compensation
 - (f) Malpractice liability insurance
 - (g) Withholding for state and federal tax purposes
5. Contractor agrees to defend, indemnify, and hold the District harmless from any claim, cause of action, loss, cost, or damage arising out of or in any way connected with or incidental to any occurrence associated in any way with Contractor’s performance of the Contracted Services.
6. Contractor agrees to maintain confidentiality of all information utilized or gained in performing the Contracted Services. Contractor also acknowledges that Contractor is bound and shall abide by all provisions of the Equal Opportunity Employment Act in performing the Contracted Services.
7. Contractor agrees to maintain an adequate system of accounting and internal controls to meet all appropriate federal and state requirements and such conditions and provisions as the District may deem necessary. Contractor acknowledges that Contractor is bound and shall abide by all federal and state provisions in performing the Contracted Services.

Contractor is not excluded, suspended, or debarred from any government services or payments.

8. Contractor agrees to maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.
9. Contractor agrees to maintain all records and documents relevant to this contract for three years from the date of final payment. These records shall be available for and subject to inspection, review, or audit and copying by the District and any person duly authorized by the District at all reasonable times.
10. When federal or state audits indicate that payments to the Contractor do not meet the applicable federal regulations or state rules, the Contractor shall refund and pay to the District any payments made, plus costs, including audit costs, arising from the Contractor's ineligible or improper receipt or use of federal financial participation funds, and the District must refund such payments to the applicable federal funding agency.
11. If a suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all costs and attorney's fees from the non-prevailing party.
12. If notices shall be required to be given by Contractor to the District or from the District to the Contractor, notices shall be sent by certified mail to the address on file.