



REQUEST FOR PROPOSAL (RFP)

Legal Services

**County of San Bernardino
Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324-1819
August 25, 2009**

I. Introduction

A. Purpose

The purpose of this Request for Proposal (RFP) is for Arrowhead Regional Medical Center (ARMC) and County Counsel (herein referred to as COUNTY) to enter into an agreement with a Vendor for the provision of certain legal services.

The responses to this RFP will be used to select a law firm to provide certain legal services to ARMC and County Counsel during a three-year period. Issuance of this RFP does not obligate the County to select any firms or enter into any contracts for services.

B. Period of Agreement

The agreement is expected to commence in February 1, 2010 upon approval of the County of San Bernardino Board of Supervisors, and terminate after three years with the option of renewal for two (2) one-year periods.

C. Mandatory Vendor Requirements

All Vendors must meet the following criteria:

1. Provide staffing information including resumes of key staff who would be handling the County's account, along with a company organization chart;
2. Register in the County's Automated Purchasing System (APS). Registration can be done at <http://www.co.san-bernardino.ca.us/purchasing/>
3. Attach a copy of a draft agreement, including terms and conditions, in the proposal package.
4. Financial Strength:
Vendor must be an entity qualified to do business in the State of California and must have been in existence at least three (3) years as an operating business.
5. Required Experience:
Vendor must have at least three (3) years experience with preparation of Corrective Action Plans related to license regulations identified via regulatory surveys that require a time limited response.
6. Vendor must have a minimum of three (3) years experience in providing the services requested to public agencies and/or private parties. Detailed information regarding experience in these areas must be provided.
7. References (Attachment F)
Vendor must provide a minimum of five (5) references that demonstrate Vendor meets the required experience.
8. Vendor must have no record of unsatisfactory performance as evidenced by complaints filed with the California State Bar and any other agencies with jurisdiction over the services provided by the firm.
9. Have the ability to fulfill standard contract requirements, including indemnification and insurance, of the County.

10. Meet other presentation and participation requirements listed in this RFP.
11. Submit a proposal in the manner as stated in Section VI of this RFP.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before **2:00 p.m. (PST) on Tuesday, September 15, 2009** and directed to the individual listed in Section I, Paragraph E. All questions and responses will be posted at the County website. <http://www.sbcounty.gov/rfp/rfpelist.htm>.

E. Correspondence

All correspondence, including proposal, is to be submitted to:

Terri Martinez, Materials Manager
County of San Bernardino - ARMC
Materials Management Department
400 North Pepper Avenue
Fax No. (909) 580-0018
Email: martinezte@armc.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

F. Admonition to Vendors

Once this RFP has been issued, prospective Vendors are specifically directed not to contact County personnel (other than the individual identified in Section E above) for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraphs D and E.

G. Proposal Submission Deadline

All proposals must be received at the address listed in Section I, Paragraph E, no later than **11:00 a.m. on Monday, October 26, 2009**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered. It is the Vendor's responsibility to ensure delivery of the proposal in a timely manner.

II. Proposal Timeline

Release of Board Approved RFP	Tuesday August 25, 2009
Deadline for Submission of Questions	2:00 P.M. (Local Time) on Tuesday, September 15, 2009
Questions/Answers Posted to County Website	5:00 PM (Local Time) on October 2, 2009
Deadline for Proposals	11:00 A.M. (Local Time) on Monday, October 26 2009
Tentative Date for Interviews/Presentations	November/December 2009
Tentative Date for Awarding Contract	January 1, 2010

The COUNTY reserves the right to deviate from this schedule. If any deviation becomes necessary prior to the submission deadline, an Addendum to this RFP will be posted to the COUNTY website noted in Section I, E.

III. Proposal Conditions

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals, if the County determines it is in the best interest of the County to do so. The County will notify all Vendors in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred by Vendors in developing this proposal are the Vendor's responsibility.

E. Negotiations

The County may require the potential Vendor/Contractor(s) selected to participate in negotiations to submit price, technical, or other revisions of their proposals as may result from negotiations.

F. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

G. Alternate Proposals

The County does reserve the right to seek clarification on alternate proposals, issue addenda to all Vendors, or to reject any or all proposals.

H. Formal Contract

The successful Vendor will be required to enter into up to two formal agreements with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing.

Failure to raise any objections to the contract language at the time of submittal of a response to this RFP will result in a waiver of objection to any of the contract language.

I. **Final Authority**

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

IV. **Scope of Services**

The following is requested of the Vendor:

A. **Background**

ARMC is a 373 bed state-of-the-art facility located in Colton, California, and is a Department of the County of San Bernardino. The campus houses five buildings which also service to outline the definitive services/medical center functions; Behavioral Health, Hospital, Outpatient Care Center, Diagnostic & Treatment and the Central Plant. In 2009, nine temporary modular building were added to the campus name ARMC Village. The Village houses department and accompanying staff displaced during the current hospital expansion project of demolishing the 6th floor and renovate for an additional 83 medical/surgical beds. ARMC continues to expand both the campus and services with the addition of a Medical Office Building, Radiation Oncology Services, and Open MRI.

The purpose of this proposal is to provide certain legal services to ARMC and County Counsel.

B. **Scope of Services**

Provide for the provision of certain legal services for ARMC and County Counsel. This may include but is not limited to: review of contracts, particularly physician service contracts to ensure the absence of potential Stark Violations or other risk factors; matters related to licensing and accreditation; Title 22; fraud & abuse review and interpretation of regulations; HIPAA matters; EMTALA; complex Consent matters requiring more in depth review and interpretation; Medi-Cal and Medicare billing matters and any other legal review requiring specialized expertise.

C. **Vendor Requirements**

1. Be responsible for all salaries and labor related expenses for all personnel.
2. Provide appropriate personnel to perform legal services requested.
3. Provide assistance and/or consultation with data tracking, custom reports and development of policies and procedures consistent with State/Federal guidelines.
4. Work in conjunction with ARMC staff, County Counsel, and other County personnel in assigned matters.
5. Vendor shall provide an example of both a consolidated and comprehensive invoice.

V. Contract Requirements

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. 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.

2. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor 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.

3. Representation of the County

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

4. Vendor Primary Contact

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

5. Change of Address

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

6. Subcontracting

Vendor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor.

7. Agreement Assignability

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

8. Agreement Amendments

Vendor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and made a part of the agreement by amendment duly approved by the required parties.

9. Termination for Convenience

The County for its convenience may terminate the Contract in whole or in part upon thirty (30) calendar day's written notice. Subject to receipt of authorized and documented expenses incurred following last invoice, County shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, Vendor shall promptly discontinue services unless the notice directs otherwise.

10. Attorney Fees and Costs

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

11. Venue

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. 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, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

12. Licenses and Permits

Vendor shall ensure that it maintains in full force and effect all licenses required for the conduct of business in the State of California and all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules and regulations.

The Vendor shall maintain these licenses and permits in effect for the duration of the Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of the Contract.

13. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under the Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

14. Conflict of Interest

Vendor 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 any relationship to the Vendor, or officer, or employee of the Vendor.

15. Client List Notification

Vendor shall not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time and within the scope of work requested by the subject organization, individual or entity. Vendor shall provide current client lists and shall provide the County with updated client lists as necessary so that the County may determine whether a conflict of interest exists. The determination of a

conflict of interest, direct or incidental, shall be at the sole discretion of the County. Should a conflict of interest be determined, the Vendor agrees not to contract with the subject organization, individual or entity with respect to the issues of conflict.

16. Improper Consideration

Vendor 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 the Contract.

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

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

17. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. 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 Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative 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.

18. Inaccuracies or Misrepresentations

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission or determines that materially inaccurate information has been provided to the County during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

20. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to the Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under the Contract, subject to the requirements of Section V, A, 9 (Termination for Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.

21. Release of Information

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

22. County Hours

Some County departments have adopted hours other than the 8:00 a.m. to 5:00 p.m. standard. These departments will notify Vendor of the modified work schedule, as necessary, to allow proper billing. Such modified 40-hour workweek will NOT result in overtime billing.

23. Electronic Fund Transfer Program

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.

24. Local Preference

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one

of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the Contract award.

25. Non-Discrimination

The Contractor shall not in any way discriminate against any Member or Patient on the grounds of race, color, religion, sex, national origin, age, disability, health status and genetics, political affiliation or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

26. Equal Opportunity Employer

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age or disability. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor will, to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Immigration Reform and Control Act (IRCA) of 1986; and Executive Order 99-4 which mandates that all persons shall have equal access to employment opportunities.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor 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 the 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's 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.

2. Insurance

The Vendor agrees to provide insurance set forth in accordance with the requirements herein. If the Vendor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Vendor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

Workers' Compensation – 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 Vendor and all risks to such persons under this Agreement.

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

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

a. **Commercial/General Liability Insurance** – The Vendor shall carry General Liability Insurance covering all operations performed by or on behalf of the Vendor 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.

b. **Automobile Liability Insurance** – Primary insurance coverages 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 Vendor 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 Vendor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

c. **Errors and Omission Liability Insurance** – Combined single limits of \$1,000,000 for bodily injury and property damage and \$2,000,000 in the aggregate; or

d. **Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence and \$2,000,000 aggregate limits.

- e. Employee Automotive Liability Insurance - If the services to be performed under the Agreement require Vendor's employee to drive a vehicle, Vendor's employee must possess a valid California driver's license at all times during the performance of the Contract. Vendor's employees are prohibited from driving County owned vehicles as part of the services performed.

In order for Vendor's employees to be able to use a private vehicle during the performance of the Agreement, Vendor's employees shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

Such requirements currently are:

- Fifteen Thousand Dollars (\$15,000.00) for single injury or death;
- Thirty Thousand Dollars (\$30,000.00) for multiple injury or death;
- Five Thousand Dollars (\$5,000.00) for property damage.

Vendor's Automobile Liability coverage will serve to augment Vendor's employees' vehicle liability coverage as per the specified limits of not less than one million dollars (\$1,000,000.00) per occurrence.

- f. 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.

3. **Additional Insured**

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

4. **Waiver of Subrogation Rights**

The Vendor 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 Vendor and Vendor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Vendor hereby waives all rights of subrogation against the County.

5. **Policies Primary and Non-Contributory**

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

6. Severability of Interests

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

7. Proof of Coverage

The Vendor shall furnish Certificates of Insurance to the County evidencing the insurance coverage, including endorsements, as required, 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 Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Vendor 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.

8. Acceptability of Insurance Carrier

Unless otherwise approved by County 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".

9. 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.

10. 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 Vendor or any County payments to the Vendor will be reduced to pay for County purchased insurance.

11. Insurance Review

Insurance requirements are subject to periodic review by the County. The County 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 County Director 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. Vendor 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.

C. Right to Monitor and Audit

1. Right to Monitor

The County (and if applicable the State or Federal government) has the absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under the Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

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

VI. Proposal Submission

A. General

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. **Notice Regarding Public Disclosure of Contents of Proposal**
All responses to this Request for Proposal shall become the exclusive property of the County. At such time as County recommends any Vendor to the Board of Supervisors, and that such recommendation, together with any recommended Contract, appears on the Board Agenda, all proposals for such Contract shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal which are defined by the Vendor as

business or trade secrets and are plainly and prominently marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY."

Each element of a proposal which a Vendor desires not be considered a public record must be clearly marked as set forth above, **readily separable** from the other portions of the response, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) by a VENDOR shall not be sufficient and shall not bind the County in any way whatsoever. The County shall not in any way be liable or responsible for the disclosure of any such records, or parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, single-spaced, double-sided (on recycled paper) and with normal (1 inch) margins. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) unbound original and seven (7) copies, for a total of eight (8), of the complete proposal must be received by the deadline for receipt of the proposal specified in Section I (H) and Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP Number, RFP Title, and Proposal Due Date.
3. Hand carried proposals may be delivered to the address listed in Section I, paragraph F, between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays observed by the County, up to the deadline for proposal submission. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

C. Proposal Format

Vendors must provide the following information in the following format:

1. **Cover Page**
Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.
2. **Proposal Checklist**
Attachment B is included as a convenience to insure that all items requested are included in your proposal.
3. **Table of Contents**
All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
4. **Mandatory Vendor Requirements**
Complete, initial, sign and include in the submitted proposal, Mandatory Vendor Requirements, **Attachment C**.

5. **Exceptions to RFP**
Complete **Attachment D** and include in submitted proposal.
6. **Statement of Certification**
Complete, initial, sign, and include in the submitted proposal, Statement of Certification, **Attachment E**.
7. **Pricing**
Provide a detailed description, quantities, and costs associated with the system being proposed. Also include installation, warranty, service, and maintenance details/costs.
8. **Professional References**
Provide at least five (5) references from other agencies, one of which must be a government agency, involving a contract for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on **Attachment F** - References.
9. **Pricing – Attachment G**. The pricing should include proposed hourly rates by title for legal services as **Attachment G**
10. **Proposal Description**
Provide a detailed description for each specific service or objective as detailed in this RFP.
 - a. Narrative description of the firm's relevant experience.
 - b. Describe the firm's general approach to the services requested in this RFP
 - c. State the number of years that the Vendor has been providing the services identified in this RFP
 - d. Describe any other experiences related to the work or services described in the Scope of Services, and provide any additional information specific to the capabilities required in this RFP.
 - e. List any transactions in which Vendor has participated on behalf of San Bernardino County. The County will review all contracts the Vendor has performed for the County, which requires in Section I, B, #4 that a Vendor's past performance will be considered in the selection. As such, the Vendor must list and describe all work performed for the County of San Bernardino and include: the name of the County Department involved in the transaction; the contact person(s) on the transaction and the dollar value of the transaction.
11. **Disclosure of Criminal and Civil Proceedings**
The County reserves the right to request the information described herein from the Vendor selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Vendor may be asked 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 Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked 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 Vendor 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.

12. Vendor's Financial Capability

- a. Vendor must provide the Company's Annual Report for the last two years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
- b. Alternatively, provide tax returns from the most recent completed fiscal year or a letter from the Vendor's financial institution indicating the Vendor can carry up to sixty (60) days worth of invoices before obtaining payment.
- c. Provide the name of firm(s) which performs annual financial audits.

13. Insurance

Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

14. Proprietary Information

Any information that is deemed proprietary by a Proposer must be clearly identified as such. The Proposer shall submit justification for any information designated as proprietary in nature. Final determinations of nondisclosure, however, rest with the COUNTY.

The County will not be held accountable if material from responses is obtained by parties other than the County without the written consent of the Proposer.

VII. Evaluation Process

A. General

All proposals will be subject to a standard review process developed by the County utilizing an Evaluation Committee. The Committee will be comprised of County and governmental agency representatives. Scoring proposals will be based on an ordinal ranking system.

B. Initial Review of Submitted Proposals

1. All proposals will be initially evaluated to determine if they meet the mandatory requirements.
2. The proposal must have been received at or before the time, as stated in Section II; be complete, in the required format, and be in compliance with all the material requirements of this RFP.
3. Prospective Vendors must meet the requirements as stated in the Mandatory Vendor Requirements as outlined in **Attachment C**.
4. Prospective Vendors must provide five (5) references from other agencies that they have provided the same or similar service as being requested in this RFP, **Attachment F**.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential. In such cases, the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the County may elect to waive the deficiency and accept the proposal.

C. Scope of Evaluation

1. Demonstrates experience, qualifications, and competence in providing the requested services;
2. Value-Added service components of service.
3. Demonstrates the ability to provide professional, on-time and responsive services
4. Demonstrates adequate staff, resources available to meet the needs of the COUNTY; and
5. Cost (s).

D. Oral Presentation

Proposers whose submission most closely meets the selection criteria and which are deemed to be the most advantageous to the COUNTY may be requested to give an oral presentation to members of the Evaluation Committee. Proposers may be requested to address specific parts of their Proposal at that time.

E. Competitive Negotiation

The COUNTY retains the right to negotiate the final contract terms and conditions, to be presented to the San Bernardino County Board of Supervisors for approval, with one or more of the apparent most responsive Proposers as solely determined by the COUNTY.

The COUNTY reserves the right to request clarification, to conduct discussions with Proposers, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of Proposals or discussions. When the Board of Supervisors makes an award, the solicitation file and the Proposals are a matter of public record.

F. Best and Final Offer

The COUNTY may issue a written request for Best and Final Offers (BFO). The request shall set forth the date, time, and place for the submission of Best and Final Offers. Best and Final Offers shall be requested only once, unless the COUNTY makes a written determination that it is advantageous to the COUNTY to conduct further discussions or change the COUNTY's requirements. The request for Best and Final Offers shall inform Proposers that if they do not submit a notice of withdrawal or a best and final offer, their immediate previous offer will be construed as their Best and Final Offer.

G. Contract Award Process

Contract(s) will be awarded based on a competitive selection of proposals received.

A recommendation will be made to the Board of Supervisors, which will then consider recommendation to make award.

The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

H. Disputes Relating to Proposal Process or Award

In the event a dispute arises concerning the proposal process prior to the award of the Contract, the party wishing resolution of the dispute shall submit a request in writing to the Interim Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko
Interim Director of Purchasing
County of San Bernardino
Purchasing Department
777 East Rialto Avenue
San Bernardino, CA 92324

The County will consider specific issues addressed in the written appeal. A written response will be directed to the appealing Vendor within fourteen (14) calendar days of the receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision.

******* END OF THIS SECTION *******

ATTACHMENTS

ATTACHMENT A – COVER PAGE

PROPOSAL FOR LEGAL SERVICES

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture

☐ Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____

States Registered in as foreign corporation:

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

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

SIGNED: _____

DATE: _____

PRINT NAME: _____ TITLE: _____

ATTACHMENT B - PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

	Items Completed	Page (s)
1	Attachment A – Cover Page	
2	Attachment B – Proposal Checklist	
3	Attachment C – Mandatory Vendor Requirements	
4	Attachment D – Exceptions to RFP	
5	Attachment E – Statement of Certification	
6	Attachment F – Professional References	
7	Resumes/Qualifications of Staff and Company Information	
8	Agency Experience/Qualifications	
9	Attachment G – Additional Proposal Requirements	
10	Financial Information (Section VI, #11)	

ATTACHMENT C - MANDATORY VENDOR REQUIREMENTS

The following requirements apply to all prospective Vendors.

	Requirement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	Must be registered in the County's Automated Purchasing System (APS) Website listed in Section I, C.		
2.	Provide a copy of a draft agreement, including terms and conditions, attached to proposal.		
3.	Qualified to do business in the State of California and have been in existence at least three (3) years as an operating business.		
4.	Demonstrated experience with the preparation of Corrective Action Plans related to license regulations identified via regulatory surveys that require a time limited response.		
5.	Demonstrated experience in providing services requested to public agencies and/or private parties.		
6.	Demonstrated experience with regulatory compliance, including the areas of Health Insurance Portability and Accountability Act (HIPAA), Fraud and Abuse, False Claims Act, OIG audits, State Licensing, and California Senate Bills 1225 and 1732.		
7.	Provide at least five (5) references. Attachment F.		
8.	Provide documentation of the ability to fulfill standard contract requirements, including indemnification and insurance.		
9.	No record of unsatisfactory performance as evidences by complaints filed with the California State Bar and any other agencies with jurisdiction over the services provided by firm.		
10.	Followed the proposal instructions.		
11.	Submitted proposal in the manner required and stated in Section VI of this RFP.		

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT D– EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT E – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for Legal Services in response to County of San Bernardino RFP No. –MCR09-01

	Statement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

Signature

Date

Print name

Company

ATTACHMENT F- REFERENCES

Agency	Contact Name/Address	Phone Number	Dates Services Provided (from/through*)

ATTACHMENT G- PRICING

Provide a list of proposed hourly rates by title for legal service.