



REQUEST FOR PROPOSAL (RFP)

Medical Evidence Collection Services

RFP No. SHR09-02



**County of San Bernardino
Sheriff's Department
655 East Third Street
San Bernardino, CA 92415-0061**

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ATTACHMENT A – Proposal Cover Page
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ATTACHMENT C – Proposal Summary and Fee Schedule
ATTACHMENT D – References Form
ATTACHMENT E – Statement of Certification
ATTACHMENT F – Exceptions to RFP

I. INTRODUCTION

A. Purpose

The County of San Bernardino through the San Bernardino County Sheriff's Department (hereinafter referred to as "County") is inviting responses from qualified Vendors to provide on-site medical evidence collection services at locations throughout the County.

B. Period of Contract

The term of a contract pursuant to this Request for Proposal (RFP) will be for a period of three (3) years beginning February 1, 2010 and ending January 31, 2013. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by County or by Vendor upon sixty-days (60) advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

C. Minimum Vendor Requirements

All Vendors must:

1. Possess and maintain all appropriate licenses necessary in the performance of duties required under this proposal. Vendor will provide copies of licenses upon request.
2. Possess and maintain, as required by law, all applicable medical waste permits issued by the San Bernardino County, Department of Public Health, Division of Environmental Health, and any other necessary permits sufficient to encompass Vendor's total volume of medical waste generated and transported, as required by Section VI, E.
3. Have a minimum of three (3) years experience collecting medical samples.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before November 3, 2009 and be directed to the individual listed in Section I, Paragraph E. All questions will be answered and posted on the Internet. If you do not have Internet access, please provide your US mailing and/or e-mail address to receive copies of the questions and answers.

E. Proposal Conference

A proposal conference will be held on Thursday, November 5, 2009 at 2:00 p.m. at Sheriff's Headquarters, Main Conference Room, 655 E. Third Street, San Bernardino. Vendors are encouraged to attend; however, attendance at the conference is not required.

F. Correspondence

All correspondence, except proposals, is to be submitted to:

San Bernardino County Sheriff's Department
Bureau of Administration
Attn: Mary Jones/Contracts Unit
655 East Third Street, Second Floor
San Bernardino, CA 92402-0569

Fax Number: (909) 387-3444*

Email: mmjones@sbcasd.org*

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

G. Admonition to Vendors

As of the issuance of this RFP, Vendors are specifically directed not to contact County personnel 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 submitted in writing as indicated in Section I, Paragraph D.

H. Proposal Submission Deadline

All proposals must be received at the address listed above no later than 2:00 p.m. (PST) on November 20, 2009. Facsimile or electronically transmitted proposals will not be accepted since it does not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals shall not be opened and considered.

II. PROPOSAL TIMELINE

Release of RFP	October 20, 2009
Deadline for Submission of Questions	November 3, 2009
Proposal Conference (Optional – not required)	November 5, 2009
Deadline for Proposals	November 20, 2009, 2:00 PM
Tentative Date for Awarding Contract(s)	January 2010

III. PROPOSAL CONDITIONS

A. Contingencies

This Request for Proposal (RFP) does not commit the County of San Bernardino to award an agreement. The County reserves the right to accept or reject any or all proposals or portions of proposals if the County determines it is in the best interest of the County to do so.

B. 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 and up to the end of the agreement period.

C. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which products or services provide the best value to the County. Such considerations may include:

- Life cycle cost
- Probable life of the product
- Length and scope of warranty
- Maintenance or service availability
- Past performance
- Environmental considerations
- Trade-in terms
- Risk reduction
- Any other relevant factor listed in the solicitation

D. Modifications

The County reserves the right to issue addenda or amendments to this RFP. Minor modifications may be made at the discretion of the Director of Purchasing.

E. Proposal Submission

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

F. Incurred Costs

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

G. Negotiations

The County may require the potential Vendor selected to participate in negotiations, and to submit revisions of their proposals as may result from negotiations.

H. Final Authority

The final authority to award an agreement as a result of this RFP rests with the Board of Supervisors of the County of San Bernardino.

Please do not include any additional information that is not required by this Request for Proposal.

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

IV. BACKGROUND

County of San Bernardino encompasses 20,160 square miles and is the largest county in the Continental United States. It borders Los Angeles, Riverside, Orange and Kern Counties and the States of Arizona and Nevada. The San Bernardino County Sheriff's Department is responsible for providing law enforcement to the unincorporated areas of the County. In addition, the Sheriff's Department provides contract law enforcement services to fourteen (14) cities in the County. The Sheriff's Department maintains stations, substations, and/or jails located in five (5) geographic subdivisions as follows:

East Valley	Big Bear, San Bernardino, Grand Terrace, Loma Linda, Highland, Twin Peaks, Yucaipa
West Valley	Rancho Cucamonga, Chino Hills, Fontana
High Desert I	Adelanto, Apple Valley, Hesperia, Lucerne Valley, Phelan, Victorville, Victor Valley
High Desert II	Barstow, Baker, Trona
Low desert	Morongo Basin, Joshua Tree, Twentynine Palms, Yucca Valley
Colorado River Area	Needles, Parker Dam

In addition the Sheriff's Department operates the following detention centers:

West Valley Detention Center, Rancho Cucamonga
Central Detention Center, San Bernardino
Glen Helen Rehabilitation Center, Devore
Adelanto Detention Center, Adelanto

V. DEFINITIONS

- **LICENSED PERSONNEL:** For purposes of this RFP, "licensed personnel" will be defined in accordance with Vehicle Code Section 23158 (a), as follows:

Only a licensed physician and surgeon, registered nurse, licensed vocational nurse, duly licensed clinical laboratory scientist or clinical laboratory bioanalyst, a person who has been issued a "certified phlebotomy technician" certificate pursuant to Section 1246 of the Business and Professions Code, unlicensed laboratory personnel regulated pursuant to Sections 1242, 1242.5, and 1246 of the Business and Professions Code, or certified paramedic acting at the request of a peace officer may withdraw blood for the purpose of determining the alcoholic content therein. This limitation does not apply to the taking of breath specimens. An emergency call for paramedic services takes precedence over a peace officer's request for a paramedic to withdraw blood for determining its alcoholic content. A certified paramedic shall not withdraw blood for this purpose unless authorized by his or her employer to do so.

This definition of Licensed Personnel extends to all blood withdrawals performed for Vehicle Code violations.

- **DRY RUN:** a "dry run" occurs when licensed personnel are called out for collection of evidence and were not able to collect such evidence through no fault of their own.

- SANE: Sexual Assault Nurse Examiner – a Registered Nurse who has completed a course of study and preceptorship, in accordance with the State of California, Office of Criminal Justice Planning, Sexual Assault Medical Provider curriculum guidelines.
- OCJP: State of California, Office of Criminal Justice Planning

VI. SCOPE OF WORK

The medical evidence examination services required hereunder include blood collection and sexual assault suspect examination and sexual assault victim examination services. Due to the variety of the services required and the large geographic area to be served, Vendors may elect to submit a proposal for a portion or all of the services and regions required. All of the required services will be provided on an on-call basis, 24 hours a day, seven days a week. Vendor will respond to a requested site, to include but not limited to: hospital, accident scene, Sheriff's checkpoint, Sheriff's station, or detention center. Services may be rendered anywhere within the geographical boundaries of the County.

A. On-Call: Vendor must make available to County sufficient information to enable County to contact on-call licensed personnel, including a 24-hour on-call telephone number, address, and names of licensed personnel, alternate or backup number.

B. Description of Services: Vendor will provide qualified personnel to perform the following services:

- 1. Blood Withdrawal (including dry runs):** Upon request of the Sheriff, Vendor will respond to a designated site to collect blood samples. Vendor will provide all necessary equipment for drawing of blood. Vendor will provide blood alcohol kit specified by the Sheriff. Vendor is responsible for ensuring that only Licensed Personnel (as defined in Section V) perform blood withdrawals for Vehicle Code violations.
- 2. Sexual Assault Suspect Examinations:** Upon request of the Sheriff, Vendor will respond to a designated Sheriff's Station, hospital or detention center, to conduct forensic evidentiary examinations on suspects of sexual assault. Vendor will provide trained personnel to conduct these examinations. Forensic evidence and reference samples will be collected in accordance with the OCJP's guidelines utilizing sex kits specified by the Sheriff. Documentation of the examination and specimens will be in triplicate using OCJP 923 form. The original will be given to the investigating officer, pink copy to be submitted with the sex kit to the Sheriff's Crime Laboratory, and the yellow copy (or photocopy) will be retained by the person conducting the examination.
- 3. Sexual Assault Victim Examinations:** Vendor will provide a SANE-qualified Registered Nurse to conduct forensic evidentiary examination on alleged victims of sexual assault. Upon request of the Sheriff, Vendor's SANE personnel will respond to an established examination site to conduct these examinations. Those sites include, but are not limited to, Redlands Community Hospital, Hi-Desert Medical Center and Kaiser Permanente Fontana. Vendor assumes the responsibility for maintaining the evidential chain of custody during the examination. Forensic evidence and reference samples will be collected in accordance with OCJP guidelines utilizing sex kits provided by the Sheriff. Documentation of the examination and specimens will be in triplicate using OCJP 923 form. The original will be given to the investigating officer, pink copy to be submitted with the sex kit to the Sheriff's Crime Laboratory, and the yellow copy (or photocopy) will be retained by the person conducting the examination.
 - a) Vendor will be responsible for coordinating with a minimum of four area medical facilities for the ability to perform sexual assault victim examinations in each region of the County

as follows: 1-East Valley, 1-West Valley, 1-High Desert, and 1-Low Desert. Examinations will be performed at the facility located closest to the victim.

b) Photographic documentation of the examination will include colposcopic examination and general physical injuries. Evidential photo documentation will be conducted and made available to the investigating agency or the court, upon request, at no cost. Vendor will retain digital images in a secured location.

c) Sheriff will incur no cost for testing of sexually transmitted diseases (STD) or pregnancy.

4. **Court Testimony:** Vendor will be available to provide expert court testimony for all of the services provided.

C. **Handling of Evidence:** Vendor will appropriately package and label all specimens and evidence obtained.

D. **Disposal of Waste:** Vendor will dispose of all medical waste in accordance with all applicable laws and regulations. Sheriff will provide sharps containers at each Sheriff's station for the disposal of used syringes. However, Vendor will be required, in certain instances, to dispose of medical waste (for example: blood withdrawals performed at DUI checkpoints, accident scenes, boating enforcement programs, etc.). Therefore, Vendor will be required to possess and maintain Medical Waste Permits as listed in Section I, C-2 for the entire term of the contract.

E. **Response Time:** Vendor's personnel will arrive at requested site within thirty (30) minutes of notification. SANE-qualified personnel will arrive at the designated examination site within forty (40) minutes of notification, with the exception of Colorado River and Morongo areas in which the arrival time will be within ninety (90) minutes of notification.

VII. CONTRACT REQUIREMENTS

A. General

1. Representation of the County

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

2. Vendor Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the Agreement. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the County.

3. Change of Address

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

4. Subcontracting

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

5. Agreement Assignability

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

6. Agreement Amendments

VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

7. Termination for Convenience

The County for its convenience may terminate in whole or in part upon thirty - (30) calendar day's written notice this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment 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. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

9. Venue

The venue of any action or claim brought by any party to the Agreement will be the Superior Court of California, County of San Bernardino, 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 San Bernardino County.

10. Licenses and Permits

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

11. Notification Regarding Performance

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

12. 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 this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

13. 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 this Agreement.

The County, by written notice, may immediately terminate any Agreement 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 an Agreement 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 Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

14. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Agreement, the County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated.

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

15. 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.

16. Employment of County Employees

The Vendor shall not employ any person currently working for the County on a regular basis.

17. California Public Records Act

It is the responsibility of bidders to identify information in their proposals which they consider to be confidential under the California Public Records Act, such as method of manufacture, materials, etc. To the extent that the County agrees with such a designation, such information will be held in strict confidence. All other information shall be considered public.

18. Confidentiality

During the term of the Contract, if Vendor will have access to and become acquainted with confidential information, Vendor and each of their officers, employees, and agents, will maintain all confidential information, except as authorized in writing by County, or except as specifically provided herein, or except to the extent that: it was generally known when received; it is or hereafter becomes lawfully obtainable from other sources; it is necessary to disclose it to regulatory authorities having jurisdiction over either party or their subsidiaries or affiliated companies, or as may otherwise be required by law; or to that extent such duty as to confidentiality is waived. Vendor will take all steps necessary to safeguard the confidential information against unauthorized disclosure or use, and to satisfy their obligations under this contract. Failure of Vendor to exercise and safeguard confidential information may result in criminal prosecution. If deemed necessary, any background checks will be at Vendor's expense. County will invoice the Vendor for costs paid by the County for reimbursement.

19. Nonexclusive Contract

This is not an exclusive Request for Proposal. The County reserves the right to enter into a contract with other vendors for the same or similar services. The County does not guarantee or represent that the Vendors 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.

20. No Obligation

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

21. Contract Amendments

Vendor 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 required persons.

22. Labor Laws

Vendor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. If applicable, the Vendor shall forfeit to the County the penalties prescribed in the Labor Code for violations.

23. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the County of San Bernardino as the funding agency and Vendor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Vendor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

24. Environmental Requirements

In accordance with County Policy 11-10, 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 Vendors 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 Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize vendors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), vendor must be able to annually report the County's environmentally preferable purchases using Attachment F. Service providers are also asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

25. Drug-Free Workplace

The Vendor certifies that he will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a);
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation and employee assistance programs.
 - iv. Penalties that may be imposed upon any employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
 - i. Will receive a copy of the company's drug-free policy statement; and,
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment.

26. Artwork, Proofs and/or Negatives

All artwork, proofs, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the Vendor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations, for a period of at least six (6) months.

27. Electronic Funds Transfers

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

28. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under this Agreement, subject to the requirements of Section Vi, A-7 (Termination for Convenience). Unless otherwise directed by County, Vendor may retain copies of such items.

29. Release of Information

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

30. Price Guarantee and Price Escalation

All prices will be considered firm for the entire period of the contract unless otherwise stated. If the Contractor seeks any increases in price the County requires bona fide proof of cost increases on contracts prior to any price escalation adjustment.

A minimum thirty days advance written notice provision is required to secure such adjustments. No retroactive pricing adjustments will be considered. Written approval of the County must be obtained prior to the effective date of any adjustments. The County may enforce, adjust or terminate escalating price contracts as it sees fit.

31. 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/RFB/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 may recommend the local vendor for the contract award.

My company meets the criteria for the five percent cost preference as a local vendor for the County of San Bernardino, as described above:

Yes _____ No _____

32. Key Contact

Vendor agrees that it will appoint one individual as the "key contact" person with respect to any contract awarded to Vendor. The key contact person will be responsible for any coordination necessary with the County and for any complaint process involving services or products supplied to the County pursuant to any awarded contract. Vendor may not change or remove the key contact person without prior written approval from the County (and such approval shall not be unreasonably withheld). The key contact person will be expected to respond to County complaints within one business day and inquiries within three business days. In the event the key contact person will be unavailable for more than three business days, an alternate contact will be provided to the County.

33. Participation Clause

The County desires that other Departments of the County of San Bernardino requiring Medical Collection Evidence Services, may at their option and through the County Purchasing Agent, avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Vendor agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this contract, with the provision that:

- a. Such Governmental body does not have and will not have in force any other contract for like purchases.
- b. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases. Such Governmental body shall make purchases and payment directly through the Vendor. The County will not be liable for any such purchase made between the Vendor and another Governmental body who avail themselves of this contract.

34. Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

A. Indemnification and Insurance Requirements

1. Indemnification

The CONTRACTOR 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's indemnification obligation applies to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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.

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

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

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

2. Insurance Coverage

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. 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 CONTRACTOR shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

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

If CONTRACTOR has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director 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. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) 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:

- (1) Premises operations and mobile equipment.
- (2) Products and completed operations.
- (3) Broad form property damage (including completed operations).
- (4) Explosion, collapse and underground hazards.
- (5) Personal injury.
- (6) Contractual Liability.
- (7) \$2,000,000 general aggregate limit.

- c) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and nonowned 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 CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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

Or

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

3. Additional Insured

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

4. Waiver of Subrogation Rights

The CONTRACTOR shall require the carriers of the required coverage's 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.

5. 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.

6. Proof of Coverage

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract 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 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 all endorsements immediately upon request.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce or waive or suspend any of the 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.

B. Right to Monitor and Audit

1. Right to Monitor

The County, shall have 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 this Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Vendor's performance of its duties or other terms of this Agreement are deficient in any manner, County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Vendor under this Agreement or otherwise.

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 representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

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

VIII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Proposals for blood withdrawals may be inclusive of the entire service area or made for a regional area. Proposals for sexual assault victim and suspect examinations shall be for the entire area. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, including 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. 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.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act."
5. Proprietary or confidential data should be **readily separable** from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.
6. **Proposals must be received no later than 2:00 p.m. (PST) on November 20, 2009 at:**

**San Bernardino County Sheriff's Department
Attn: Bureau of Administration/ Mary Jones – SHR09-02
655 E. Third Street
San Bernardino, CA 92415-0061**

B. Proposal Presentation Instructions

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins, and single-spaced. 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 the page.
2. One (1) unbound original and four (4) copies (total of 5) of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, G (Proposal Submission Deadline). 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 above ONLY between the hours of 8:00 a.m. and 5:00 p.m. (PST), Monday through Friday, excluding holidays observed by the County. 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 enveloped used by such service.

The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The County realizes that factors other than revenue are important. As a result, revenue may not be the sole factor upon which the County's decision to award is based.

IX. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

- A. 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.
- B. Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- C. Request for Proposal Checklist** – Complete Attachment B indicating the items included in your proposal.
- D. Proposal Summary and Fee Schedule** – Complete Attachment C indicating the services you are willing to provide and all associated fees.
- E. References** – Provide five (5) references from other agencies that you have established a contract with on a project of this nature, of same or similar size as the County. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on Attachment D.
- F. Statement of Certification** – Complete, initial, sign and include in the submitted proposal, Statement of Certification, Attachment E.
- G. Proposal Description** – A detailed description of the proposal being made.
 1. The services Vendor will provide, containing references to the relevant RFP sections, and addressing all matters contained in Section VI. Proposal should include a complete cost schedule for the services provided and the method for determining costs.
 2. Provide a list of medical facilities in which Vendor will perform sexual assault victim examinations.
 3. The proposal should also include the following:
 - A brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these.
 - An explanation of any assumptions and/or constraints.

H. Statement of Qualifications – Include the following in this section of the proposal:

1. Number of years the prospective Vendor has been in business under the present business name, as well as related prior business names.
2. Statement that the Vendor does not have any commitments or potential commitments which may impact the Vendor's assets, lines of credit, guarantor letters, or ability to perform this Contract.
3. Vendor must provide the Company's Annual Report for the last two (2) 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 unaudited 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.
4. Provide information on any and all fines or findings made within the last seven (7) years of illegal, negligent or improper conduct by any court, public board, body or agency against any firms or individuals who would be providing services or receiving compensation under the proposal or a contract based thereon.

I. Exceptions to RFP

Complete Exceptions to RFP form (Attachment F) in which Vendor lists any exceptions to or deviations from the requirements of the RFP. Vendor must fully and clearly state and explain the basis for the exception. If there are not exceptions, a statement to that effect must be made. If the exceptions taken are contrary to County and/or Sheriff policy, at the sole discretion of County, the proposal may be rejected. Vendors failing to note exceptions in their proposals will waive their rights to assert these exceptions during negotiations. Failure to abide by this rule is cause for termination of negotiations. Vendors are obligated to review and fully understand the General Agreement Terms as condition of proposing. Noted exceptions to the General Agreement Terms must be accompanied by Vendors recommendations.

J. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "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.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

K. Insurance

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

X. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based upon demonstrated performance. The evaluation will be based on the written proposal as submitted, but may include a site visit to the Vendor and/or an oral interview with the Vendor.

B. Evaluation Criteria

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a) The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b) Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements as outlined in Section I, C.
- c) Failure to meet all of these requirements will 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.

2. Technical Review – Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a) Proposed cost of service.
- b) Vendor's qualifications and experience in handling similar type services.
- c) Vendor's ability to provide services (including, but not limited to, providing sufficient personnel, equipment, and off-site facilities for the performance of sexual assault victim examinations to meet present and future needs).
- d) Proposed procedures and systems for delivering services, availability of licensed personnel, etc.
- e) Vendor's proposal and guarantees regarding services offered, performance, and record keeping accuracy.
- f) Vendor's financial stability.
- g) Lead-time required by Vendor to assume control of medical evidence collection services.

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

3. Evaluation Committee

The evaluation team will consist of representatives from the Sheriff's Department and County Purchasing Department.

C. Contract Award

1. Contract(s) will be awarded based on a competitive selection of proposals received.
2. The contents of the proposal of the successful Vendor and of this RFP will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
3. Award of contract may or may not be on an all or nothing basis or by trade and or geographic area. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is one factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

D. Disputes Relating to Proposal Process and 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 Laurie Rozko, Interim Director of Purchasing within ten (10) days of notification on non-selection.

Grounds for an appeal, is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written appeal.

The Director of Purchasing or designee shall consider the request and respond in writing within ten (10) days. Failure to do so waives any objection. The Sheriff or designee shall consider any matter appealed during a scheduled hearing, within thirty (30) days of receipt. The decision of the Sheriff or designee shall be final with respect to matters of fact.

All disputes and/or appeals must be submitted to:

Laurie Rozko, Interim Purchasing Director
County of San Bernardino, Purchasing Department
General Services Building
777 E. Rialto Avenue
San Bernardino, CA 92402-0760

E. Final Authority

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

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (explain): _____

If Corporation, Date Incorporated: _____ **State Incorporated:** _____

States Registered in as foreign corporation: _____

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

PROPOSER'S AUTHORIZED SIGNATURE:

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

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

ATTACHMENT B – REQUEST FOR PROPOSAL CHECKLIST

Please submit **one (1) original and four (4) copies** of the RFP as follows: typewritten, appropriate signatures in blue ink, double sided, and stapled or bound. Review the checklist for completeness and format. Check off each item to ensure they are included in the RFP. **This checklist must be attached as part of the RFP behind the Table of Contents**

FORMAT

- ☐ Cover Sheet (with signature) [See Attachment A]
- ☐ Table of Contents
- ☐ Request for Proposal Checklist [See Attachment B]
- ☐ Proposal Summary and Fee Schedule [Attachment C]
- ☐ References [See Attachment D]
- ☐ Statement of Certification [See Attachment E]
- ☐ Proposal Description
- ☐ Statement of Qualifications
- ☐ Exceptions to RFP [See Attachment F]
- ☐ Licenses Permits and Certifications
- ☐ Employment of Former County Officials
- ☐ Insurance

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY RFPs THAT FAIL
TO COMPLY WITH ANY INSTRUCTIONS CONTAINED IN THIS RFP.**

THE COUNTY MAY NOT ACCEPT RFPs AFTER THE DEADLINE OF NOVEMBER 20, 2009, 2:00 p.m. (PST)

FAXED COPIES WILL NOT BE ACCEPTED

PROPOSAL SUMMARY & FEE SCHEDULE:

Proposer's Name: _____

Services Offered:

- ☐ Sexual Assault Victim & Suspect Examinations (Countywide)
☐ Blood Withdrawal (per service area(s) indicated below)

Service Areas for Blood Withdrawal: (check all that apply)

- ☐ East Valley (San Bernardino, Grand Terrace, Loma Linda, Highland, Yucaipa, Big Bear Lake, Twin Peaks)
☐ West Valley (Rancho Cucamonga, Fontana, Chino Hills)
☐ High Desert I (Adelanto, Apple Valley, Hesperia, Lucerne Valley, Phelan, Victorville, Victor Valley)
☐ High Desert II (Barstow, Baker, Trona)
☐ Low Desert (Morongo Basin, Joshua Tree, Twentynine Palms, Yucca Valley)
☐ Colorado River (Needles, Parker Dam)

Fee Schedule (as applicable):

Sexual Assault Examination & Collection of Evidence:

Victim	\$ _____
Suspect	\$ _____
Court Time	\$ _____

Blood Withdrawal	\$ _____
Dry Run	\$ _____
Court Time	\$ _____

Any other proposed charges (attach additional pages as needed):

Please attach a detailed description of your company's qualifications, experience and method for providing proposed services including response times and availability.

ATTACHMENT D – REFERENCES

Name of Agency	Contact Name	Phone Number	Dates services provided (from/thru)

ATTACHMENT E – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for Medical Evidence Collection Services in response to County of San Bernardino RFP No. SHR09-03.

	Statement	Agree (initial)	Agree 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 equipment and provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT F – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS _____

Telephone# (____) _____ Fax # (____) _____

- ☐ I have reviewed the RFP and General Agreement 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 _____