



**COUNTY OF SOLANO
DEPARTMENT OF HUMAN RESOURCES
DIVISION OF RISK MANAGEMENT**

**REQUEST FOR PROPOSALS
FOR**

**Third Party Administrator for Worker's Compensation &
Claims Administration**

RFP Number (to be used in all communications re: this solicitation): **Q99-1124-09**

Final Date of Submission: January 22, 2009; 3:00 P.M., PST

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1 INTRODUCTION

1.1 Statement of Purpose and Proposed Scope of Service

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by Proposers.

The County of Solano, Department of Human Resources, Division of Risk Management hereinafter referred to as the County, intends to secure a contract for Third Party Administrator for Workers' Compensation Claims Administration.

History:

Solano County is the nineteenth largest California County as measured by population with a total population of over 400,000. The County has seven incorporated cities including Fairfield (the County seat), Benicia, Vallejo, Vacaville, Suisun, Rio Vista and Dixon. The majority of residents reside within these cities and the majority of County facilities are currently located in the incorporated areas. Solano County's population is growing, particularly in the north portion of the County.

Including the County Sheriff's Office, two adult and two juvenile detention facilities, the County currently has approximately 3,200 position allocations. Solano County does not directly employ a fire protection unit. Fire protection is provided by the seven cities as well as California Department of Forestry (CDF) for the unincorporated areas of the County.

See Attachment number 1 for Solano County's claim summary for the period of 7/1/05 through 6/30/08.

1.2 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to Section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*:

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Telephone Number, e-mail address, and fax Number of Vendor Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

1.3 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Note: No electronic copies of submittals will be accepted.

Proposers assume the risk of the method of dispatch chosen. It is recommended that proposals are delivered via courier service with signature verification of receipt required (ie,

FedEx, DHL, UPS, etc.). Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals will not be accepted.

1.4 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Pacific Standard Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	County Issues RFP	11-24-08	5:00 PM
2	Deadline for Proposers with a Disability to Make Accommodation Requests	12-5-08	3:00 PM
3	Deadline for <i>Letter of Intent to Propose</i>	12-5-08	3:00 PM
4	Deadline for Written Comments	12-15-08	5:00 PM
5	County Issues Responses to Written Comments	1-5-09	5:00 PM
6	Deadline for Submitting a Proposal	1-22-09	3:00 PM
7	County Completes Technical Evaluations	2-2-09	5:00 PM
8	Interviews for Highest Rank Proposers, Week of:	2-16-09	TBD
9	County Sends a written Notice of Intent to Award	2-27-09	5:00 PM
10	Conclusion of Contract Negotiation, and Contract Signing	3-27-09	
11	Anticipated Contract Start Date	7-1-09	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP.

Dianne Koutz, Manager
 675 Texas Street, Suite 2500
 Fairfield, CA 94533
 Phone: 707-784-6320
 Fax: 707-422-9770
 E-Mail: dekoutz@solanocounty.com

3.3 Communications Regarding the RFP

3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator in writing. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

3.3.2 The County shall respond in writing to written communications to all vendors submitting a *Letter of Intent to Propose*. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *Standard Contract*, and all its exhibits, for comments, questions, defects, objections, or any other matter requiring clarification or correction. Comments concerning RFP objections must be made in writing and received by the County no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the County, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal may make the proposal nonresponsive.

One (1) original, one (1) electronic copy in the form of a CD, and five (5) copies of the Technical Proposal shall be submitted to the County in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP- Q99-1124-09 -- Do Not Open”

One (1) Cost Proposal shall be submitted to the County as a separate, sealed package and clearly marked:

“Cost Proposal in Response to RFP-Q99-1124-09 -- Do Not Open”

- 3.5.2 All proposals must be submitted to the RFP Coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events. The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records.

County of Solano
Attn: Central Services Manager, Dianne Koutz
675 Texas Street, Suite 2500
Fairfield, CA 94533

3.6 Proposal Preparation Costs

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the County.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal. If the County determines that a proposer has provided incorrect information which the proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.10 Independent Price Determination

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any competitor.

3.12 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

3.13 RFP Amendment and Cancellation

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.14 Right of Rejection

- 3.14.1 The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. The County reserves the right, at its sole discretion, to waive variances in technical proposals if such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.
- 3.14.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive and may be rejected. Proposers must comply with all of terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all terms and conditions requirements of this RFP.
- 3.14.3 Proposers may not restrict the rights of the County or otherwise qualify their proposals. If a Proposer does so, the County may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

3.15 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP become the property of the County of Solano. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the final award of contract, the proposals and associated materials shall be open for public review to the extent allowed by the **California Public Records Act**, (Government Code Section 6250 et seq.) Proposer acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

3.16 Proprietary Information

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer agrees to indemnify and defend the County for honoring such a designation. The failure to so label any information that is released by the County shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time, it is the Proposer's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.17 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and

obligations of the County and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the County as a result of the participation of multiple entities.

- 4.1.1 The Proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.
- 4.1.2 The Proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.
- 4.1.3 The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

5.1.1 Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided the proposal addresses all of the County's information requirements.

5.1.2 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall not be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal may make the proposal nonresponsive and the proposal may be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- Proposal Transmittal Letter;
- Mandatory Proposer Qualifications;
- General Proposer Qualifications and Experience;
- Technical Approach; and,
- Detailed Documentation of Proposer Financial Resources.

If a proposal fails to detail and address each of the requirements detailed herein, the County may determine the proposal to be nonresponsive and reject it.

5.2.1 Proposal Transmittal Letter. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation.

5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

5.2.1.2 The letter shall state that the proposal remains valid for at least one hundred eighty (180) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the County.

5.2.1.3 The letter must contain the following information:

- A. Complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.

- B. Name, mailing address, and telephone number of the person the County should contact regarding the proposal.
- C. Whether the Proposer intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from the County prior to the use of any subcontractors.)
- D. Whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the County of Solano) and, if so, the nature of that conflict. The County reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the County.
- E. Statement of acknowledgement that the County's Standard Contract (Section 8) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the contract are noted, then the County will assume that the Proposer is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

5.2.2 Mandatory Proposer Qualifications. Technical Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):

5.2.2.1 Certification of Compliance - Proposers must return Attachment 9.1, written certification and assurance of the Proposer's compliance.

5.2.2.2 Documentation of financial responsibility and stability; said documentation shall include:

- A. Current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing
- B. Two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business; in lieu of such, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months

5.2.3 General Proposer Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:

5.2.3.1 A brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP;

- A. A brief description of the Proposer's background and organizational history;
- B. Will a designated claims team be assigned to Solano County? Include current and proposed caseload with the percentage of time that will be spent on the County versus other clients.

- C. How many self-insured governmental clients do you have now and how many have you had previously?
- D. Describe your hiring criteria.
- E. Describe your training practices for claims adjusters
- F. What is your ratio of open claims to adjuster?
- G. What is your ratio for number of adjusters to supervisor?
- H. What has been your personnel turnover percentage for the past three years in the office that would be serving the County or the office in closest proximity to the County of Solano?
- I. What measure do you undertake to retain employees and maintain a stable workforce?
- J. Do you conduct periodic client satisfaction surveys and implement improvements as a result?

5.2.3.2 Organization questions pertaining specifically to CLAIMS:

- A. What type of RMIS system do you use? Will the County have access to the data on this system? Are there additional fees for this access?
- B. Can the County record its own notes?
- C. Would those notes be considered a part of the permanent file?
- D. Do you have an alternate system to using Social Security Numbers as an identifier for a claimant? If yes, please describe.
- E. What is the average time frame to add a provider to your network? How do you credential providers?
- F. Do you own the medical bill review function and if not, how is this service provided? Describe the bill review process, including your average turnaround time. Is your system able to handle duplicate bills and only pay a vendor one time for the service? Discuss hospital bill auditing California State Fees Schedule re-pricing, preferred provider network re-pricing and explanation of benefits to providers.
- G. Please explain your reserving philosophy. Do you use computer models?
- H. What are your current grievance procedures?

5.2.3.3 Years in business;

5.2.3.4 A brief statement of how long Proposer has been performing services required by the RFP;

5.2.3.5 Location of offices;

5.2.3.6 A description of the Proposer organization's number of employees, longevity, client base;

5.2.3.7 Whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years (if so, an explanation providing relevant details);

- 5.2.3.8 Form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);
- 5.2.3.9 A statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP;
- 5.2.3.10 A statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;
- 5.2.3.11 A statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 5.2.3.12 A narrative description of the proposed project team, its members, and organizational structure. NOTE: Main project team members must be present at the oral interview.
- 5.2.3.13 A personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (resumes shall detail each individual's title, education, current position with the Proposer, and employment history);
- 5.2.3.14 Customer references for similar projects representing three of the larger accounts currently serviced by the vendor and/or three completed projects. Proposers must use reference page included in this proposal package.
- 5.2.3.15 A list, if any, of all current contractual relationships with the County of Solano and all those completed within the previous five year period— the list must include:
 - a) the contract number;
 - b) the contract term; and
 - c) the procuring county agency for each reference.
- 5.2.4 Technical Approach. The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the County to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:
 - 5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the County's requirements.
 - 5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Approach," that shows how the Proposer will complete scope of services and accomplish required objectives.
 - 5.2.5 Detailed Documentation of Financial Resources. The Proposer must provide the following documentation of sufficient financial resources to provide the scope of services as required.
 - 5.2.5.1 The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months. Compiled or reviewed financial statements may be accepted*.
 - 5.2.5.1.1 The audited financial statements must be:

- a) prepared with all monetary amounts detailed in United States currency;
- b) prepared under United States generally accepted accounting principles; and
- c) audited under United States generally accepted auditing standards.

5.2.5.1.2 The audited financial statements must include:

- a) the auditor's opinion letter;
- b) financial statements; and
- c) the notes to the financial statements.

5.2.5.2 Documentation disclosing the amount of cash flows from operating activities for the proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.

*In the event audited financial statements are not available the County may be willing to accept two consecutive years of compiled/reviewed statements accompanied by the matching years signed tax returns for the business.

5.3 Cost Proposal

5.3.1 The Cost Proposal shall be submitted to the County in a separate, sealed package from the Technical proposal.

5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.

5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.2.

5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be nonresponsive and reject it.

5.3.5 The proposer must sign and date the Cost Proposal.

6 EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Process

6.1.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and not against other proposals. A Proposal Evaluation Team made up of three or more members shall be responsible for evaluating proposals.

6.1.2 The evaluation of all proposals is outlined in two phases.

Phase I – The committee evaluates and scores all proposals to establish the “Shortlisted” firms that will advance to the Phase II of the selection process. A minimum of two firms will be shortlisted.

Phase II – The Shortlisted firms will be required to participate in an oral interview. Interviews will be scheduled ONLY the week of February 16, 2009. The proposals will be re-ranked/scored based upon the interview utilizing the same criteria set forth in this solicitation. The County will not assume any costs associated with travel or other preparation in the event an interview is requested.

6.1.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

- a) if it meets requirements for further evaluation;
- b) if the County shall request clarification(s) or correction(s); or
- c) if the County shall determine the proposal nonresponsive and reject it.

6.1.4 If a proposer's detailed documentation of financial resources is not clearly determined to indicate apparent financial strength and resources to provide the subject scope of services as required, the Proposal Evaluation Team, assisted by the County's financial experts shall review the proposal to determine if the County shall:

- a) request clarification(s) or correction(s); or
- b) determine the proposal nonresponsive and reject it.

6.1.5 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach/Scope of Services/Soundness of Proposal and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Proposer Qualifications and Experience	30
Technical approach/Scope of Services/Soundness of Proposal	20
Methodology	15
Business Operations/Personnel Ratios	10
Cost Proposal	30
Total Possible Points	105

6.2.5 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score the General Proposer Qualifications and Experience section, the Technical Approach section, Methodology and Business Operations/Personnel Ratios of each proposal. The evaluation scoring shall use the pre-established evaluation criteria set out in this RFP.

6.2.6 The County reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the County and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

6.2.7 Upon completion of Phase II Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal score for each proposal.

6.3 Contract Award Process

6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration.

6.3.2 The County reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.

6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the head of the procuring agency shall issue a written Notice of Intent to Award to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor.

6.3.4 The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Notice of Intent to Award.

- 6.3.5 The apparent best evaluated Proposer shall be prepared to enter into a contract with the County which shall be substantially the same as the *Standard Contract* included in Section 8 of this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
- 6.3.6 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Proposer, the County may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP and reject the proposal.
- 6.3.7 If the County determines that the apparent best evaluated Proposer is nonresponsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall re-calculate scores for each responsive Cost Proposal and award the Contract in accordance with the requirements of above.
- 6.3.8 The RFP files shall be made available for public inspection upon award of final contract.
- 6.3.9 Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or Notice of Intent to Award a contract may protest to the Director of General Services. The protest shall be submitted in writing to the Director of General Services within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto. All letters of protest shall clearly identify the reasons for the protest. The protest also must state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

State the reason for the action taken; and

Inform the protester that a request of further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision by the Director of General Services.

7 STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFP and the contractor selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. The County is not obligated to any Proposer until after a contract is signed by the Contractor and executed by any necessary County officials as required by County ordinances and regulations.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by County officials as required by applicable statutes and rules of the County of Solano.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.4 Contract Amendment

During the course of this contract, the County may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the County shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the County and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the necessary County officials as required by County laws and regulations. The Contractor shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

7.6 Contract Duration

The County intends to enter into a contract with an effective period of 7/1/09 through 6/30/12. The County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the County notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

The *Standard Contract* (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

1. The Term of this Contract is:

2. The maximum amount of this Contract is:

\$

3. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

The parties have executed this Contract as of the ____ day of _____, 20____.

CONTRACTOR'S NAME	AUTHORIZED SIGNATURE	DATED	
	TITLE		
SIGNATURE	DATED	ADDRESS	
PRINTED NAME AND TITLE	CITY	STATE ZIP CODE	
ADDRESS	Approved as to Content:	DEPARTMENT HEAD OR DESIGNEE	DATED
CITY	STATE	ZIP CODE	Approved as to Form:
	COUNTY COUNSEL	DATED	

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev.
01/19/07

SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

BUDGET DETAIL AND PAYMENT PROVISIONS

[Insert budget detail and payment provision].

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- (1) General Liability: **\$5,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability

coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section.

Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

County of Solano
Fiscal Year Claim Summary
 09/01/2008 - 09/30/2008

Run Date: 10/27/2008
 Run Time: 13:53:55

Indemnity, Future Medical and Medical Only Claims
 With Incident Dates 07/01/05 through 06/30/08

Fiscal Year	Open	Closed	Total Claims	Paid This Period	Incurred This Period	Outstanding This Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
End of Period Claimant Type : Future Medical											
2005-2006	3	0	3	0.00	0.00	0.00	30,483.19	47,355.75	77,848.94	0.00	77,848.94
2006-2007	5	0	5	145.71	63.50	(62.21)	83,171.16	59,880.10	153,051.26	0.00	153,051.26
mant Type Total :	8	0	8	145.71	63.50	(62.21)	113,654.35	117,245.85	230,900.20	0.00	230,900.20
End of Period Claimant Type : Indemnity											
2005-2006	36	155	191	30,820.57	58,982.85	28,172.18	1,803,712.80	740,339.28	2,544,051.88	25,750.00	2,518,301.88
2006-2007	61	219	280	48,276.15	(13,781.33)	(82,057.48)	1,678,353.10	767,453.69	2,345,806.79	2,926.76	2,342,880.03
2007-2008	80	153	233	85,949.94	(45,394.33)	(131,344.27)	745,208.25	728,243.67	1,473,451.92	0.00	1,473,451.92
mant Type Total :	177	527	704	165,046.76	(182.81)	(165,229.57)	4,127,273.95	2,236,036.64	6,369,310.69	26,676.76	6,334,633.93
End of Period Claimant Type : Medical											
2005-2006	0	151	151	66.30	55.30	0.00	57,858.02	0.00	57,858.02	0.00	57,858.02
2006-2007	0	125	125	55.43	55.43	0.00	28,763.82	0.00	28,763.82	0.00	28,763.82
2007-2008	7	139	146	4,385.95	(773.88)	(5,160.83)	40,549.24	6,154.46	46,703.70	0.00	46,703.70
mant Type Total :	7	415	422	4,518.68	(642.15)	(5,160.83)	127,171.08	6,154.46	133,325.54	0.00	133,325.54
Grand Total :	192	942	1,134	169,711.15	(741.48)	(170,492.61)	4,368,089.38	2,359,436.95	6,727,536.33	26,676.76	6,696,859.57

CERTIFICATION OF COMPLIANCE

RFP # Q99-1124-09

Proposer Name

By indication of the authorized signature below, Proposer certifies and assures Proposer's compliance with:

- a) the laws of the County of Solano;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Proposer Signature

Date

RETURN THIS FORM WITH YOUR RESPONSE

COST PROPOSAL FORM**RFP NO. Q99-1124-09****Third Party Administrator for Workers' Compensation**

No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the flat fee cost the County will pay over the three year term of any contract that is a result of this bid.

Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	Total 3 year Cost
Transition Cost (if any)				
Claims Administration				
Cost to obtain \$5,000, 000 required insurance policy (include price quotes from your insurance carrier)				
Totals				
The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 180 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the County.				

Proposer Signature**Date****Print name and Title of Signatory**

1. County reserves the right to renegotiate the annual flat fee in the event of a significant change (e.g. 10%) in the volume of claims.

RETURN THIS FORM WITH YOUR RESPONSE

TECHNICAL PROPOSAL EVALUATION FORMAT

SAMPLE

RFP # [NUMBER]

 Proposer Name

 Evaluator

 Date

PROPOSAL EVALUATIONS CATEGORY (AND RELATED CRITERIA)	SCORE
<u>General Proposer Qualifications and Experience (Maximum Points: [30])</u> - vendor credentials - Proposer's background including an organizational history - whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony - pending litigation against the Proposer - bankruptcy or insolvency proceedings - organizational chart highlighting key personnel assigned to accomplish the work called for in this RFP - proposed project team, members, and organizational structure - personnel roster and resumes of key people assigned to the proposed project - customer references for similar projects representing three accounts of similar size and scope currently serviced by the vendor and three completed assignments	
<u>Technical Approach (Maximum Points: [45])</u> - vendor's understanding of the requirements of the project - how the Proposer will complete the scope of services as required - how the Proposer will manage the project and ensure completion of the scope of services as required	
TOTAL TECHNICAL PROPOSAL SCORE:	

RESERVATIONS

Solano County exclusively reserves the unilateral and independent rights, that at its sole discretion can make awards in whole or in part of any varying combination of bid items and requirements, to be in the best interest of the County, not necessarily to the lowest bidder but to the bidder determined to be professionally and technically able to supply products or services as requested, and fulfill all bid requirements.

Solano County reserves the right to reject any and all bids of any bidder who is in default on the payment of taxes, license, or other monies due to the County.

Solano County reserves the right to reject any bids of any bidder who previously failed to perform adequately for the County of Solano or any other governmental agency.

Solano County will hold any and all bidders to strict compliance with this RFB. Waived variances made are to be in the best interest of the County. Where the County waives minor variances in bids, such waiver does not modify the RFB requirements.

Solano County, at its sole discretion, and as it sees fit, hereby reserves the following rights:

Rejection of bids

Reject any and all bids considered not to be in the best interest of the County.

Reject any and all bids not in compliance with all requirements of this RFB.

Reject any and all bid responses to this RFB, before or after bid submittal deadline date in whole or in part, in writing at any time.

Amend, cancel, and/or reissue this RFB, before or after bid submittal deadline date in whole or in part, in writing at any time.

Waive any and all minor irregularities, informalities or technicalities.

Cancel any award and re-solicit bids for items herein specified due to increased or added costs, if in its opinion increased prices are greater than those of the general market.

Cancel any award and re-solicit bids in the event delivery cannot be made within ten (10) days after the date specified on the bid form to be the earliest possible delivery date.

To reduce the number of any specified bid item, in whole or in part, due to budget constraints.

Proposer Signature

Date

RFP # Q99-1124-09

Final date of submittal: 1/22/09; 3:00 PM

RETURN THIS FORM WITH YOUR RESPONSE

NON-COLLUSION AFFIDAVIT

State of California
County of Solano
RFP: Q99-1124-09

_____, being first duly sworn, deposes and says that he or she is Owner of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Date

Signed at Place

Proposer's Name
(Person, Firm, Corp)

Authorized Representative

Address

Representative's Name

RETURN THIS FORM WITH YOUR RESPONSE

FIRM'S QUALIFICATIONS/REFERENCE FOR SIMILAR WORK**RFP: Q99-1124-09**

Identify three references that are most similar to the County of Solano's proposed scope of work as performed by the proposer. Additional references may be submitted as an attachment.

Reference #1	
Company/Entity Name:	
Address:	
City, State, Zip	
Phone Number:	() -
Project Manager's Name & Title	
Project Manager's direct Phone Number	() -
Start Date of Services:	Acceptance Date:
Is this account still being serviced?	Contract Term:
Type of Services performed:	
Reference #2	
Company/Entity Name:	
Address:	
City, State, Zip	
Phone Number:	() -
Project Manager's Name & Title	
Project Manager's direct Phone Number	() -
Start Date of Services:	Acceptance Date:
Is this account still being serviced?	Contract Term:
Type of Services performed:	
Reference #3	
Company/Entity Name:	
Address:	
City, State, Zip	
Phone Number:	() -
Project Manager's Name & Title	
Project Manager's direct Phone Number	() -
Start Date of Services:	Acceptance Date:
Is this account still being serviced?	Contract Term:
Type of Services performed:	

RETURN THIS FORM WITH YOUR RESPONSE

PROPOSED SCOPE OF WORK

Contractor is required to provide at least, but not limited to, the following services. These services may be expanded during contract negotiations:

A. Claims Management Services

1. The Claims Examiner assigned to the COUNTY will have a minimum of three years experience administering Workers' Compensation claims. The Claims Examiner(s) will be dedicated to COUNTY's account and will not have a caseload exceeding 175 open indemnity claims. Medical Only claims will be handled by a Claim Representative responsible for both Medical Only and Future Medical cases. They will be counted on a 4:1 basis.
2. All Workers' Compensation Claims Examiners shall be certified under California State rules administered by the Department of Insurance (DOI).
3. CONTRACTOR will assign a Claims Manager to oversee the Claims Examiner. The Claims Manager assigned will not carry a caseload.
4. CONTRACTOR will make initial contact with the injured worker and establish the claim file within 24 hours of receipt of the Employer's First Report of Injury (5020) from COUNTY. All files will be available by COUNTY or its representative at any time during CONTRACTOR's business hours.
5. The COUNTY departments may report claims to CONTRACTOR through mail, fax, toll-free telephone, or electronically through Internet access.
6. CONTRACTOR shall comply with all of the regulations as mandated by the California Labor Code. CONTRACTOR will send all required benefits and informational notices to employees within the statutory time period. Temporary disability benefits would be paid upon clarification of lost time with the COUNTY and if the medical treatment provider supports the lost time as being related to the injury. Permanent disability will be paid as either an advance or awarded benefits. Estimates of permanent disability will be communicated to the COUNTY and defense counsel prior to settlement being initiated. Payments would be based on the percent of disability supported by medical information and at the statutory rate and frequency required.
7. CONTRACTOR shall comply with California Labor Code (LC) section 3823 regarding fraudulent claims, with a full understanding of what qualifies as a fraudulent claim.
8. CONTRACTOR shall have a Utilization Review (UR) program in place, and adhere to all ACOEM guidelines.
9. CONTRACTOR will make every effort to provide benefits to injured employees in a timely fashion. When penalties do occur, CONTRACTOR will analyze the reasons for the delay and implement steps to prevent further delays. If CONTRACTOR fails to comply with statutory laws and/or administrative regulations, any and all penalties incurred as a result shall be the sole responsibility of CONTRACTOR.
10. CONTRACTOR will maintain accurate and timely loss runs in a format and system acceptable to the COUNTY. In addition, CONTRACTOR will establish reserves and post indemnity, 4850, medical, vocational rehabilitation and loss adjustment expenses (allocated).
11. CONTRACTOR will reduce medical bills (other than medical-legal expenses) to the Official

Medical Fee Schedule and by PPO contracts. Through UR and ACOEM guidelines, CONTRACTOR will ensure only those bills that are appropriate for injuries sustained and the treatments rendered are approved by the Claims Examiner for payment. CONTRACTOR will also work to uncover improper billing practices through consistent, thorough investigation of claims for medical documentation to justify the level of billing.

12. If the COUNTY is currently satisfied with the legal firms that are representing them on the litigated and subrogated claims, the continued use of the firm(s) is suggested. If a change is desired, proposals can be obtained from Workers' Compensation defense firms and a selection of a new legal firm(s) can be made. The selection process would include the Claims Manager and the COUNTY.
13. CONTRACTOR will complete a checklist to identify potential subrogation when each new claim is received. Subrogation will be pursued against the responsible persons, agencies, and/or agents in an effort to recover losses suffered by the COUNTY due to injuries or illnesses inflicted on its employees and volunteers. CONTRACTOR requests police reports, if necessary, and identify the responsible party, and places them on notice immediately. CONTRACTOR will aggressively manage this issue.
14. CONTRACTOR shall adhere to the Workers' Compensation Information System (WCIS) electronic reporting requirements, including those for First Reports of Injury, Benefit Notices, and Medical Billing data.
15. CONTRACTOR understands that the COUNTY reserves the right to approve, disapprove, or select any and all service providers in the administration of their claims.
16. CONTRACTOR understands that the COUNTY reserves the right to unbundle UR, Bill Review, and other cost savings services at any time during the contact.
17. CONTRACTOR will coordinate all investigation activity with the assistance of COUNTY. Investigation assignments are selective and made only when necessary. Investigations could consist of statements of witnesses or co-workers, subpoena of records, surveillance of an injured employee's activity and other information-gathering activities. Whenever possible, basic or initial information-gathering is done by the claims staff through inquiries to the employer as part of the claims management process. CONTRACTOR will take an aggressive stance against fraud and has successfully prosecuted some cases with the District Attorney's office.
18. CONTRACTOR will provide ongoing communication on delayed claims and will provide advance notice and explanation to the COUNTY upon denial of a claim.
19. CONTRACTOR maintains their claim files in an orderly manner and will make them available for the COUNTY or its auditors, when requested.
20. CONTRACTOR will request authority, as required from the COUNTY, for all settlements. Prior to any settlement conference, CONTRACTOR and/or defense counsel will provide a written analysis of the case and recommendations for settlement.
21. CONTRACTOR shall identify all eligible claims and prepare the necessary documentation on behalf of the COUNTY for reimbursement from the California Subsequent Injuries Fund.
22. CONTRACTOR shall assure compliance with Labor Code Section 4906(g), by providing a declaration under penalty of perjury that claims personnel have not violated Labor Code Section 139.5 which prohibits compensation or inducement for any referred examinations.

23. CONTRACTOR will assume all claims administration services for all claims prior to July 1, 2009 (these are also known as "tail" claims).

See Attachment 1 for sample claim summary for claims with incident dates 7/1/05 through 6/30/08.

B. Closing of Claims

1. Claims for which all medical and indemnity payments have been provided will be close within 30 days of the last benefit payment.
2. CONTRACTOR will maintain closed files pursuant to State Labor Code Provisions.
3. All claim files will remain the property of the COUNTY and/or its members and will not be disposed of without the COUNTY and/or its member prior authorization.

C. Additional Services

1. CONTRACTOR's Claims Examiners and/or Claims Manager will meet with the COUNTY and/or their departments periodically to review claim files.
2. The Claims Examiners and/or Claims Manager will attend Board Meetings as requested.
3. CONTRACTOR will provide at no cost, the required forms for the COUNTY to process claims mandated by the California Labor Code and the Administrative Director, including the 5020, DWC-1 and the Facts About Workers' Compensation brochure.
4. CONTRACTOR will prepare and file the Self-Insured Annual Report.
5. CONTRACTOR will report all claims that are required to the excess carrier according to the specific policy guidelines and will promptly respond to their inquiries.
6. CONTRACTOR will fully cooperate with, provide requested information to, and respond to recommendations and findings of the COUNTY, its auditor and consultants.
7. CONTRACTOR will complete and provide the OSHA 300 logs and will assist the departments in completing the Summary of Occupational Injuries and Illness reports.
8. CONTRACTOR will provide the COUNTY's excess carrier with all required information and will submit request for reimbursement on behalf of the COUNTY
9. CONTRACTOR will provide prompt and responsive communication by the Claims Examiner with the COUNTY on an ongoing basis. Telephone calls will be returned as soon as possible, but in all cases within 24 hours.

D. Litigation

1. CONTRACTOR will work closely with the COUNTY in litigation management. CONTRACTOR will seek approval of all depositions, investigations and sub-rosa activities, etc. from the COUNTY.
2. CONTRACTOR will retain medical control on litigated claims.
3. CONTRACTOR will notify the COUNTY within 24 hours of receipt of any conferences/trials set by the Workers' Compensation Appeals Board.
4. CONTRACTOR will make every effort to resolve litigated claims without the assistance of

defense counsel.

5. CONTRACTOR will maintain a process to manage and limit litigation costs by negotiating reduced rates with defense counsel. In addition, the Claims Examiner will identify tasks that can be performed in-house rather than by defense counsel.

E. High Visibility Claims

CONTRACTOR recognizes the issues involved with “high visibility claims” and understands the sensitivity involved. At the COUNTY’s discretion, specific claims will be assigned to the Claims Supervisor and will be managed in confidence. All “high visibility” claims will be reported to the COUNTY at least every 30 days.

F. Financial/Accounting

1. CONTRACTOR will maintain a trust account for the purpose of paying benefits.
2. CONTRACTOR will provide a copy of all checks and vouchers to the COUNTY.
3. CONTRACTOR will provide a monthly check/voucher register to the COUNTY.
4. CONTRACTOR understands that the COUNTY reserves the right to conduct a financial audit of the trust account to ensure its integrity.
5. CONTRACTOR will promptly initiate its administration and adjustment of each claim reported by the COUNTY. However, CONTRACTOR shall not be responsible for payment of any fines or penalties as a result of claims which are not reported to CONTRACTOR in a timely manner or which are not reported at all. Any statutory penalties incurred by CONTRACTOR due to its performance shall be paid as a claims expense and reimbursed by CONTRACTOR. A monthly accounting of all penalty payments will be provided to the COUNTY with a narrative explanation of the reason for the penalty payment.
6. All services performed by CONTRACTOR shall not be considered as an expense for the purpose of this section. At no time shall any check be issued through this trust account to CONTRACTOR without the prior approval of the COUNTY.
7. CONTRACTOR shall notify the COUNTY immediately when any authorized signatory on the trust account leaves the employment of TPA;

G. Data Processing/Loss Reports

1. CONTRACTOR will provide a monthly loss report to the COUNTY. These reports show claim detail and summary totals by department and sub-department. The COUNTY shall have at its option additional reports to help analyze claims frequency and severity by department as well as loss trends. These reports are available at no additional cost.
2. The COUNTY will have access to review claims data and create its own basic reports using its secure online access.
3. CONTRACTOR shall provide COUNTY with monthly and annual summary reports for:
 - i. Bill Review Cost Savings Report
 - ii. Savings by Bill Type including Outpatient Hospital, Inpatient Hospital, and Pharmacy

iii. Durable Medical Equipment

H. Records, Files, Transcripts

1. All materials related to the administration of the COUNTY's workers' compensation claims are the property of the COUNTY and will be relinquished upon termination of contract.
2. CONTRACTOR will not charge fees for transferring claim material to the COUNTY.

CONTRACTOR will store closed files as dictated in the California Labor Code. The COUNTY will have the option to relocate the closed files to its own facility, if requested.