

COUNTY OF FRESNO
REQUEST FOR QUOTATION
NUMBER: 070-5331

CLIENT TRANSPORTATION SERVICE

January 27, 2015

ORG/Requisition: 5630/ 5631501517

PURCHASING USE
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SERVICES\070-5331 CLIENT TRANSPORTATION SERVICES.DOC

**IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME
MARKED CLEARLY ON THE OUTSIDE TO:**

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON MARCH 4, 2015.

QUOTATIONS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Debbie L. Scharnick, e-mail dscharnick@co.fresno.ca.us,
phone (559) 600-7111.

GENERAL CONDITIONS: See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for RFQ/RFP documents and changes.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED QUOTATION SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule.

1. Complete delivery will be made within _____ calendar days after receipt of Order.
2. A cash discount _____ % _____ days will apply.

COMPANY _____

ADDRESS _____

CITY _____

STATE _____

ZIP CODE _____

() _____

() _____

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS _____

SIGNED BY _____

PRINT NAME _____

TITLE _____

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.

- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification

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and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) business days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

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COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

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BIDDING INSTRUCTIONS

CONTRACT SERVICES AND SUPPLY

The County of Fresno on behalf of the Department of Behavioral Health (DBH) is requesting transport drivers twenty-four (24) hours per day, seven (7) days per week to provide the scheduled transport of mental health clients to and from mental health facilities both in and out of Fresno County on an as-needed basis.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **does not** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

ISSUING AGENT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by February 13, 2015 at 10:00 a.m., cut-off.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, CA 93702, or E-Mail: dscharnick@co.fresno.ca.us.

NOTE: Time constraints will prevent County from responding to questions submitted after the cutoff date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined to be to the best advantage of the County. The County will be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

AUTHORIZED CONTACT: All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with

any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

CODES AND REGULATIONS: All work and material to conform to all applicable state and local building and other codes and regulations.

NUMBER OF COPIES: Submit **one (1) original and two (2) copies** of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (i.e. literature, brochures, reports, schedules, etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

FIRM QUOTATION: All quotations shall remain firm for at least ninety (90) days.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

LITERATURE: Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

QUOTATION REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

EXCEPTIONS: Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.

2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered in duplicate to County of Fresno Department of Behavioral Health, Attn: Staff Analyst, 3133 N. Millbrook Avenue, Fresno, CA 93703, or e-mail to DBHInvoices@co.fresno.ca.us. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Department of Behavioral Health.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable

and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-

Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Department of Behavioral Health, Attn: Joanna Franco, 4441 E. Kings Canyon Road, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

BIDDER TO COMPLETE:

Name of Insurance Carrier: _____

Public Liability: _____ Expires: _____

Automotive Insurance: _____ Expires: _____

Worker's Compensation: _____ Expires: _____

Proof of maintenance of adequate insurance will be required before award is made to vendor.

GUARANTEE: The bidder shall state his written guarantee here:

ADDITIONAL ITEMS:

The County may require additional items from those in bid schedule.

Price list for additional items:

State Purchase Order mailing address:

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing:

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California .Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SCOPE OF WORK

The County of Fresno on behalf of the Department of Behavioral Health (DBH) is requesting a quote for drivers to provide services twenty-four (24) hours per day, seven (7) days a week, to transport mental health clients from Fresno County to out-of-county mental health facilities, and scheduled transportation from out-of-county to Fresno County mental health facilities on an as-needed basis.

CONTRACT AMOUNT: \$75,000.00 annually not to exceed \$225,000.00 for the term of the contract

CONTRACTOR'S RESPONSIBILITIES:

- 1) Contractor shall provide transportation services of persons discharged from facilities outside of Fresno County to locations within Fresno County.
- 2) Service will include traveling to facilities designated by the Department of Behavioral Health to pick up identified persons and transport them to a residence, facility, or alternative location as per discharge instructions.
- 3) The residence, facility, or alternative location for drop off of individuals may be anywhere within Fresno County limits, including the metropolitan area of Fresno/Clovis as well as all rural communities in Fresno County.
- 4) Locations of designated facilities outside of Fresno County to pick up persons may include, but not be limited to, Visalia, Bakersfield, Merced, Ventura and Sacramento.
- 5) Contractor shall provide two or more drivers when safety issues deemed necessary, when transporting two or more people, or when deemed necessary by Fresno County DBH.
- 6) Transports may include between one and five persons per trip.
- 7) Transports may be required more than once per day.
- 8) Transportation services are to be available Monday through Friday, weekends and holidays.
- 9) Contractor shall provide transportation services for persons who have wheelchairs, walkers, other medical devices/needs, or who may require Hoyer lifts.
- 10) Service will include traveling to designated facilities throughout the State to pick up individuals and transport them to Fresno County for an appointment. Service may include return transport to the designated facility on the same day or next day as determined by the County of Fresno. Transports for these individuals will typically have 24 hour advanced notice.
- 11) Service may also include traveling to designated facilities throughout the State to pick up an individual and transport him/her to a different facility. Transports for these individuals may have four hours advanced notice.
- 12) Contractor shall participate in general compliance training provided by the County within 45-60 days of contract execution, Mental Health First Aid (MHFA), code of conduct training, ethics training, and other training deemed appropriate by Department of Behavioral Health for client safety and awareness.
- 13) Services to be provided on the initial request for Service

COUNTY RESPONSIBILITIES:

- 1) County shall provide general compliance training within 45-60 days of contract execution, Mental Health first aid (MHFA), code of conduct, ethics training, and other training deemed appropriate for the vendor by the department to better assist DBH clients.
- 2) County shall provide as much advance notice as possible with a two (2) hour minimum on all transports to Contractor when transportation service is needed. Exhibit B – (Sample Medical Transport Transportation Request Form) is an example of how the County will contact the contractor.
- 3) County shall notify Contractor of the pickup location of each person and the destination to where he/she is to be transported.
- 4) County shall be available to provide information as quickly as possible to Contractor in the event that a person is not at the pick-up site when services are requested.
 - a) For transports of persons discharged from hospital facilities, Contractor may call the Department of Behavioral Health, attention Hospital Transport Liaison, at (559) 600-4099.
 - b) For transports of severely mentally ill persons transported to/from residential facilities, Contractor may call the Department of Behavioral Health attention, Conservatorship Team, at (559) 600-4099.
- 5) Initial request for Service will provide the contact name of the County representative requesting the service, client information, pickup and drop off location, payment information and any special instructions with regard to client transport.

Successful bidder(s) shall provide the following services:

Explanations must be provided for all items marked as 'Not Comply'.

Failure to comply with all services requested will not automatically disqualify Bidder.

	COMPLY	NOT COMPLY
Acknowledge receipt of transportation service request by authorized County Representative within 30 minutes of initial request via phone or email.	_____	_____
Response time will begin with the initial phone call or email from the County.	_____	_____
Provide estimated time before the transport vehicle is in route, location of the transport vehicle and estimated time of arrival at the client location.	_____	_____
If for any reason the vendor is unable to be in route within thirty (30) minutes, vendor is to advise the County in the verbal response to the request and indicate when they will be able to respond.	_____	_____
Provide confirmation of delivery and drop off of clients at designated facilities and locations within 30 minutes of delivery and drop off.	_____	_____
Furnish one telephone number providing twenty-four (24) hour service. Calls maybe forwarded to another phone number, however answering machines are not acceptable.	_____	_____
Notify the County of any changes in telephone numbers or method of answering calls for service.	_____	_____
Equip all drivers with cellular phones. The cellular number must be provided to the County Representative at the time of service request.	_____	_____
Have available transport vehicles which can accommodate clients who have wheelchairs, walkers, other medical devices, or who may require Hoyer lifts.	_____	_____
Have available qualified personnel compliant and familiar with all terms and conditions of the contractual agreement between the County of Fresno and the contractor to provide transport services twenty-four (24) hours per day, seven (7) days per week.	_____	_____

	COMPLY	NOT COMPLY
All vehicles to be utilized by the contractor for transporting clients for the County of Fresno shall be in compliance with the California Vehicle Code.	_____	_____
All drivers shall be appropriately licensed in compliance with the California Vehicle code.	_____	_____
Should the vendor be unable to locate a client(s) at the given location. Vendor will contact the County for additional directions and make a reasonable effort to locate the client(s).	_____	_____

QUOTATION SCHEDULE

Vehicle Type (Van / Car / Bus w/ safety enclosure)	Maximum Passengers (Per vehicle type)	Rate (from/to Fresno/Clovis area)	Rate (from/to Out of Town)	Additional Charges (if applicable)

Bidder to identify each type of vehicle and specify the number of Vans, Cars, and Wheelchair Accessible Vans available for transport services.

Vehicle Type	Number Available for Service

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. _____ Front page of the Request for Quotation (RFQ) has been signed (original signature) and completed.
2. _____ **One (1) original** and **two (2) copies** of the RFQ have been provided.
3. _____ Addenda, if any, have been completed, signed and included in the bid package.
4. _____ The completed *Reference List* as provided with this RFQ.
5. _____ The *Quotation Schedule* as provided with this RFQ has been completed, priced reviewed for accuracy and any corrections initialed in ink.
6. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
7. _____ The *Participation* page as provided within this RFQ has been signed and included.
8. _____ *Bidder to Complete* page as provided with this RFQ.
9. _____ Specification, descriptions etc. for items offered under bidder(s) quotation.
10. _____ A description of the design and techniques that the bidder will use to complete the project.
11. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No. 070-5331
Closing Date: March 4, 2015
Closing Time: 2:00 P.M.
Commodity or Service: Client Transportation Service

This Checklist does not need to be returned with your bid.

Fresno County DBH 07/01/13 - 06/30/14

Gurney		Total Miles	Add'l Attendant	Wheelchair		Total Miles	Add'l Attendant
January	0	0	0	January	0	0	0
February	0	0	0	February	0	0	0
March	0	0	0	March	3	132	0
April	0	0	0	April	2	12	0
May	0	0	0	May	0	0	0
June	0	0	0	June	0	0	0
July	0	0	0	July	1	6	0
August	0	0	0	August	2	12	0
September	0	0	0	September	2	362	0
October	0	0	0	October	2	12	2
November	0	0	0	November	0	0	0
December	0	0	0	December	0	0	0
0		0	0	12		536	2
Safety Enclosure		Total Miles	Add'l Attendant	Ambulatory (Non-Safety Enclosure)		Total Miles	Add'l Attendant
January	10	1,216	0	January	3	382	0
February	14	2,479	0	February	8	428	0
March	20	1,929	0	March	28	1,522	0
April	4	712	0	April	28	2,240	0
May	0	0	0	May	0	0	0
June	0	0	0	June	0	0	0
July	3	348	0	July	8	394	0
August	12	1,677	0	August	12	638	0
September	10	1,550	9	September	9	764	0
October	9	2,447	6	October	2	95	0
November	10	1,378	0	November	3	109	0
December	7	1,179	0	December	7	299	0
99		14,915	15	108		6,871	0

Medical Transport Transportation Request Form

Please send request form to the following email addresses when completed: _____@_____

If services are needed within 4 hours during normal business hours call: XXX-XXX-XXXX. After hours the on call dispatcher will provide assistance. If for any reason someone cannot be reached please call XXX-XXX-XXXX for assistance.

Contact Information			
Full Name:			*required
Phone Number:			*required
Email Address:			
Company:	County of Fresno, Dept of Behavioral Health	CC:	*required
Patient Information			
Full Name:			*required
Phone Number:			*required
Pick Up Address:			*required
City & Zip Code:			*required
Sex:	<input type="checkbox"/> Male		
	<input type="checkbox"/> Female		
Age:		DOB:	*required
Weight (lbs):			*required
Height (inches):			*required
Trip Information			
Date of Service:			*required
Appointment Time:			*required
Drop off Location Name:			*required
Drop off Address:			*required
Suite #:			
City & Zip Code:			*required
Phone Number:			*required
Round Trip:	<input type="checkbox"/>	please check if return trip is needed	
Special Instructions:			
Payment Information			
Responsible Party Name:	County of Fresno, Dept of Behavioral Health		
Payment Type:	<input checked="" type="checkbox"/>	Contract Reimbursement	
Authorization Number:	Agreement #: ____ - ____		
Authorized By:	Staff:		*required