

COUNTY OF FRESNO CONTRACT EXTRACT PURCHASING

DATE: 4/18/2007

NOTICE:

THIS EXTRACT IS FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY. ALL BUSINESS AND MANAGEMENT DECISIONS MUST BE GOVERNED BY THE UNDERLYING CONTRACT. ANY QUESTIONS MUST INCLUDE THE CONTRACT NUMBER AND BE ADDRESSED TO THE COUNTY'S PURCHASING OFFICE AT 456-7110.

CONTRACT NUMBER: 270173F
CONTRACT TITLE: Attorney- Civil Service Commission

VENDOR NUMBER: 0000255771
NAME / ADDRESS: Campagne & Campagne
1685 N. Helm
Fresno, CA 93727

CONTRACT PERIOD: 3/29/2007 thru 3/28/2009 * MAY INCLUDE MULTIPLE YEARS

USING AGENCIES: Personnel

REPRESENTATIVE: Thomas Campagne
TELEPHONE: (559) 255-1637
FAX: (559) 252-9617
E-MAIL: cc@campagnelaw.com

TERMS: Net 45 Days

DELIVERY TERMS:

DELIVERY TIME:

BUYER: F -- Ken Vozza

CONTRACT VALUE: \$100,000.00 Maximum

LOCATION:

BOARD/GROUP/STATE CONTRACT NO:

REQUISITION NO'S:

1017000083

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Cancellation |
| <input type="checkbox"/> Renewal | <input type="checkbox"/> Short Term |
| <input type="checkbox"/> Adjustment | <input type="checkbox"/> Evergreen |
| <input type="checkbox"/> AddOn | <input type="checkbox"/> Kill |

Reference:

Tic Date: Y 9/1/2008

Code:

REPORTS: None

Org: 10100400

Supersedes

COMMODITIES, SERVICES OR MAINTENANCE COVERED UNDER THIS ACTION:

Licensed attorney to provide legal counsel to the Fresno County Civil Service Commission.

SPECIAL CONDITIONS FOR USE:

* **AUTOMATIC RENEWAL:** In the absence of notification from vendor to Purchasing, or instructions from County department to Purchasing, this Agreement will automatically renew for one year on March 29, 2008.

DISTRIBUTION	REQUESTED/BY/DATE	ADDITIONAL DISTRIBUTION
CONTRACT FILE:	<input checked="" type="checkbox"/>	
BUYER:	<input checked="" type="checkbox"/>	
VENDOR:	<input checked="" type="checkbox"/> KV 4-9-07	
AUDITOR:	<input type="checkbox"/>	
DEPARTMENT: Personnel	<input checked="" type="checkbox"/>	
REQUISITIONER: Michele May	<input checked="" type="checkbox"/>	

RECEIVED PURCHASING DEPT.
07 APR -2 PM 4:54

WITNESSETH:

1. OBLIGATIONS OF THE CONTRACTOR

A. Attend all Civil Service Commission meetings and hearings and prepare written notices of decisions and findings as required by the Civil Service Commission.

1 B. Provide legal advice to Fresno County Civil Service Commission in the
2 areas of employment, labor and administrative law. Within this context, advise Commission
3 providing interpretation of relevant Fresno County Ordinances and Personnel Rules, state and
4 federal constitutional, statutory and case law, and Civil Service Commission Bylaws.

5 C. Provide legal advice to the Civil Service Commission including, but not
6 limited to, advice concerning administrative hearing procedures, jurisdictional questions,
7 disposition of motions and evidentiary objections.

8 D. Prepare and present appropriate notices of decisions and findings of fact
9 for Civil Service Commission approval. Tape recordings and transcripts of proceedings may be
10 available, but ordering transcripts from the COUNTY'S court reporter service contractor requires
11 approval by the Director of Personnel Services or designee.

12 E. May serve as hearing officer for the Civil Service Commission, upon
13 request by the Commission and approval by the Director of Personnel Services or designee, and
14 prepare recommended decision for Commission action.

15 F. Function under the direction of the Director of Personnel Services or
16 designee who must approve assignments other than regular meetings and hearings.

17 G. Oversees the clerical work of the Secretary to the Civil Service
18 Commission (Secretary provides staff assistance to the Commission). However, the Secretary
19 does not perform clerical work normally associated with position of Legal Counsel.

20 H. May not represent any County of Fresno bargaining units, unions,
21 employee groups, employees, or departments while this Agreement is in effect.

22 2. OBLIGATIONS OF THE COUNTY

23 A. COUNTY shall be obligated to compensate CONTRACTOR pursuant to
24 the terms and conditions of this Agreement only for the performance of those tasks, to the
25 reasonable satisfaction of the County, identified in paragraph 1 of this Agreement which take place
26 during the term of this Agreement. It is understood that COUNTY shall not be obligated to
27 compensate CONTRACTOR for any work, services, or functions performed by CONTRACTOR:
28 (1) in seeking to obtain COUNTY'S business or negotiating with the COUNTY to enter into this

1 Agreement or, (2) in providing COUNTY with documentation, explanations, or justifications
2 concerning the adequacy or accuracy of invoices for the performance of services under this
3 Agreement and resolving same to the reasonable satisfaction of COUNTY.

4 3. TERM

5 This Agreement shall become effective on the 29th day of March, 2007 and
6 shall terminate on the 28th day of March, 2008. This Agreement shall automatically renew for one
7 (1) additional twelve (12) month period upon the same terms and conditions herein set forth,
8 unless written notice of non-renewal is given by either of the parties not later than thirty (30) days
9 prior to March 28, 2008.

10 4. TERMINATION

11 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
12 be provided thereunder, are contingent on the approval of funds by the appropriating government
13 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
14 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
15 notice.

16 B. Breach of Contract - The COUNTY may immediately suspend or terminate
17 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 18 1) An illegal or improper use of funds;
19 2) A failure to comply with any term of this Agreement;
20 3) A substantially incorrect or incomplete report submitted to the
21 COUNTY or Civil Service Commission;
22 4) Improperly performed service.

23 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
24 any breach of this Agreement or any default which may then exist on the part of the
25 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
26 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
27 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
28 under this Agreement, which in the judgment of the COUNTY were not expended in accordance

1 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
2 demand.

3 C. Without Cause - Under circumstances other than those set forth above,
4 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
5 notice of an intention to terminate to CONTRACTOR.

6 5. COMPENSATION/INVOICING

7 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
8 receive compensation as follows:

- 9 • \$175 per hour for attorney services provided;
- 10 • Rate not to exceed \$80 per hour for paralegal services;
- 11 • Clerical time, supplies, meals and travel expenses are included in the hourly rates (out of
12 town travel costs, should they occur, must be approved in advance by the Director of Personnel
13 Services or designee);
- 14 • There shall be no charges for travel time or mileage to and from Civil Service Commission
15 meetings and hearings;
- 16 • Database on-line and other computer charges for legal research services on LexisNexis,
17 Westlaw, etc. shall not exceed \$50 per month unless written request detailing the need for
18 additional charges is received from CONTRACTOR and approved in advance by Director of
19 Personnel Services or designee;
- 20 • Should a hearing be cancelled with less than four (4) hours notice prior to the scheduled
21 start time of a Civil Service Commission hearing, a four-hour charge at the attorney rate will be
22 incurred.

23 CONTRACTOR shall submit monthly invoices to the County of Fresno
24 Personnel Services Department. CONTRACTOR agrees to submit detailed, itemized invoices
25 with the following information included: date of service; name and title of individual providing
26 service; hourly rate and number of hours, or fraction thereof, for which services were provided;
27 type of service provided, and; name of case or issue (e.g. monthly meeting, name of appellant,
28 unit modification, etc.) for which services were provided.

1 In no event shall services performed under this Agreement be in excess of
2 \$100,000 during the term of this Agreement, including the one-year renewal period (24 months,
3 effective March 29, 2007 through March 28, 2009). It is understood that all expenses incidental to
4 CONTRACTOR'S performance of services under this Agreement shall be borne by
5 CONTRACTOR. Payments by COUNTY shall be in arrears, within forty-five (45) days after
6 receipt and verification of CONTRACTOR'S invoices by COUNTY, for services provided during
7 the preceding month.

8 6. INDEPENDENT CONTRACTOR

9 In performance of the work, duties and obligations assumed by
10 CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR,
11 including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be
12 acting and performing as an independent contractor, and shall act in an independent capacity and
13 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
14 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method
15 by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the
16 right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations
17 in accordance with the terms and conditions thereof.

18 CONTRACTOR and COUNTY shall comply with all applicable provisions of
19 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
20 matters the subject thereof.

21 Because of its status as an independent contractor, CONTRACTOR shall have
22 absolutely no right to employment rights and benefits available to COUNTY employees.
23 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
24 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
25 responsible and save COUNTY harmless from all matters relating to payment of
26 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
27 regulations governing such matters. It is acknowledged that during the term of this Agreement,
28 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this

1 Agreement.

2 7. MODIFICATION

3 Any matters of this Agreement may be modified from time to time by the written
4 consent of all the parties without, in any way, affecting the remainder.

5 8. NON-ASSIGNMENT

6 Neither party shall assign, transfer or sub-contract this Agreement nor their
7 rights or duties under this Agreement without the prior written consent of the other party.

8 9. HOLD HARMLESS

9 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
10 request, defend the COUNTY, its officers, agents, and employees from any and all costs and
11 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection
12 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees
13 under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and
14 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged
15 by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees
16 under this Agreement.

17 10. INSURANCE

18 Without limiting the COUNTY's right to obtain indemnification from
19 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
20 force and effect the following insurance policies throughout the term of this Agreement.

21 A. Commercial General Liability

22 Commercial General Liability Insurance with limits of not less than One
23 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
24 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
25 specific coverages including completed operations, products liability, contractual liability,
26 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
27 necessary because of the nature of this contract.

28 B. Automobile Liability

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

7 C. Professional Liability

8 If CONTRACTOR employs licensed professional staff, (e.g. attorneys) in
9 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
10 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

11 D. Worker's Compensation

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

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

22 Within thirty (30) days from the date CONTRACTOR executes this Agreement,
23 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of
24 the foregoing policies, as required herein, to the County of Fresno, (Beth Bandy, Personnel
25 Services Manager, 2220 Tulare Street, Suite 1400, Fresno, CA 93721), stating that such
26 insurance coverage have been obtained and are in full force; that the County of Fresno, its
27 officers, agents and employees will not be responsible for any premiums on the policies; that such
28 Commercial General Liability insurance names the County of Fresno, its officers, agents and

1 employees, individually and collectively, as additional insured, but only insofar as the operations
2 under this Agreement are concerned; that such coverage for additional insured shall apply as
3 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
4 officers, agents and employees, shall be excess only and not contributing with insurance provided
5 under CONTRACTOR'S policies herein; and that this insurance shall not be cancelled or changed
6 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

13 11. AUDITS AND INSPECTIONS

14 The CONTRACTOR shall at any time during business hours, and as often as
15 the COUNTY may deem necessary, make available to the COUNTY for examination all of its
16 records and data with respect to the matters covered by this Agreement. The CONTRACTOR
17 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records
18 and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

19 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
20 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
21 after final payment under contract (Government Code Section 8546.7).

22 12. CONFIDENTIALITY

23 All services performed by CONTRACTOR under this Agreement shall be in strict
24 conformance with all applicable Federal, State of California and/or local laws and regulations
25 relating to confidentiality, including but not limited to, California Civil Code section 56 *et seq.*,
26 California Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety
27 Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code
28 of Federal Regulations sections 2.1 *et seq.* CONTRACTOR shall submit to COUNTY'S

1 monitoring of said compliance with all State and Federal statutes and regulations regarding
2 confidentiality. CONTRACTOR shall ensure that no list of persons receiving services under this
3 contract is published, disclosed, or used for any other purpose except for the direct administration
4 of the program or other uses authorized by law that are not in conflict with requirements for
5 confidentiality.

6 Except as otherwise provided in this Agreement, CONTRACTOR, as a
7 Business Associate of COUNTY, may use or disclose protected health information ("PHI") to
8 perform functions, activities or services for or on behalf of COUNTY, as specified in this
9 Agreement, provided that such use or disclosure shall not violate the Health Insurance Portability
10 and Accountability Act (HIPAA), U.S.C. 1320d *et seq.*, and its implementing regulations including
11 but not limited to 45 C.F.R. Parts 142, 160, 162, and 164 (hereafter known as "the Privacy and
12 Security Rules"). The uses and disclosures of PHI may not be more expansive than those
13 applicable to COUNTY, as the "Covered Entity" under the Privacy Rule, except as authorized for
14 management, administrative or legal responsibilities of the Business Associate.

15 CONTRACTOR shall not use or further disclose PHI other than as permitted
16 or required by this Agreement, or as required by law.

17 CONTRACTOR shall implement administrative, physical and technical
18 safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of
19 PHI that it creates, receives, maintains, or transmits on behalf of COUNTY.

20 CONTRACTOR shall ensure that any agent, including a subcontractor to
21 whom CONTRACTOR provides PHI received from COUNTY, or to whom CONTRACTOR
22 provides PHI which is created on behalf of COUNTY, agrees to the same restrictions and
23 conditions that apply to CONTRACTOR with respect to such information.

24 CONTRACTOR shall report to COUNTY'S Personnel Services Director
25 (PSD) or designee in writing within five (5) working days of any security incident of which
26 CONTRACTOR becomes aware. It is understood that if the security incident is not corrected
27 within sixty (60) of CONTRACTOR'S written notification to COUNTY'S PSD, CONTRACTOR
28 acknowledges that the COUNTY'S PSD or designee may terminate this Agreement in accordance

1 to Section Four (4) of this Agreement if COUNTY'S PSD or designee determines that
2 CONTRACTOR has violated a material term of this Agreement.

3 CONTRACTOR shall provide access, at the request of COUNTY, and in the
4 time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45
5 C.F.R. § 164.501), to an individual or to COUNTY in order to meet the requirements of 45 C.F.R.
6 §164.524 regarding access by individuals to their PHI.

7 CONTRACTOR shall make any amendment(s) to PHI in a designated record
8 set at the request of COUNTY, and in the time and manner designated by COUNTY in
9 accordance with 45 C.F.R. § 164.526

10 CONTRACTOR shall provide to COUNTY or to an individual, in a timely and
11 manner designated by COUNTY, information collected in accordance with 45 C.F.R. § 164.528, to
12 permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI
13 in accordance with 45 C.F.R. §164.538.

14 CONTRACTOR shall make internal records related to the use, disclosure,
15 and privacy protection of PHI received from COUNTY, or created/received by CONTRACTOR on
16 behalf of COUNTY, available to COUNTY or to the Secretary of the United States Department of
17 Health and Human Services for purposes of investigating or auditing COUNTY'S compliance with
18 the Health Insurance Portability and Accountability Act, in a time and manner designated by
19 COUNTY or the Secretary.

20 CONTRACTOR shall, if feasible, return or destroy all PHI received from
21 COUNTY'S Personnel Services Department, or created or received by CONTRACTOR on behalf
22 of COUNTY'S Personnel Services Department upon expiration or termination of this Agreement.
23 In the event that CONTRACTOR deems this infeasible, CONTRACTOR shall notify COUNTY'S
24 PSD or designee of the conditions that make return or destruction infeasible, and upon mutual
25 agreement of the parties that return or destruction is infeasible, extend the protections of this
26 Agreement to the PHI in order to limit future disclosures of PHI by CONTRACTOR.

27 The parties agree to take such action as is necessary to amend this
28 Agreement as necessary for COUNTY'S Personnel Services Department to comply with the

1 requirements of the Privacy and Security Rules and the implementing regulations. Any such
2 changes may be made with the written approval of COUNTY'S Compliance Privacy Officer or
3 designee, and/or the Security Officer or designee should the Security Officer obtain such authority
4 from the Board of Supervisors.

5 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that
6 is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the
7 requirements of this Agreement.

8 13. NOTICES

9 The persons and their addresses having authority to give and receive notices
10 under this Agreement include the following:

11 COUNTY
12 COUNTY OF FRESNO
2220 Tulare Street, Suite 1400
Fresno, CA 93721
13 Attn: Beth Bandy

CONTRACTOR
Law Firm of Campagne & Campagne
Airport Office Center -1685 N. Helm Ave.
Fresno, CA 93727
Attn: Thomas Campagne

14 Any and all notices between the COUNTY and the CONTRACTOR provided
15 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly
16 served when personally delivered to one of the parties, or in lieu of such personal services, when
17 deposited in the United States Mail, postage prepaid, addressed to such party.

18 14. GOVERNING LAW

19 Venue for any action arising out of or related to this Agreement shall only be in
20 Fresno County, California.

21 The rights and obligations of the parties and all interpretation and performance
22 of this Agreement shall be governed in all respects by the laws of the State of California.

23 15. ENTIRE AGREEMENT

24 This Agreement constitutes the entire agreement between the CONTRACTOR
25 and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
26 negotiations, proposals, commitments, writings, advertisements, publications, and understanding
27 of any nature whatsoever unless expressly included in this Agreement. In the event of any
28 inconsistency in interpreting the documents which constitute this Agreement, the inconsistency

1 shall be resolved by giving precedence in the following order of priority: (1) the text of this
2 Agreement; (2) the COUNTY'S Request for Proposal No. 951-4385; and (3) the
3 CONTRACTOR'S proposal made in response to COUNTY'S Request for Proposal No. 951-4385.
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3 CONTRACTOR

COUNTY OF FRESNO

4 Thomas E. Campagne
5 (Authorized Signature)

John A. Navarrete, Director of General Services

6 Thomas E. Campagne pres & sec
7 Print Name & Title

8 AIRPORT OFFICE CENTER, 1685 N. HELM AVENUE

9 FRESNO, CA 93727

10 Mailing Address

11 DATE:

3/29/07

DATE:

4/9/07

12 TAXPAYER FEDERAL I.D. #:

REVIEWED & RECOMMENDED FOR APPROVAL

13
14
15 CA Sales Tax Permit No.
16 (Out-of-State vendors):
17

Ralph Jimenez, Director of Personnel Services

18 APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM

19 Dennis A. Marshall
20 County Counsel, Dennis A. Marshall

Allen E. Campagne
Auditor-Controller/Treasurer/Tax Collector

21 FOR ACCOUNTING USE ONLY:

22 ORG No.: 10100400

23 Account No.: 7295

24 Requisition No.: 1017000083

25 FCMC 6/04

26 G:\PERS\RECRUIT\CONTRACTS-RFP\CSC ATTORNEY\CONTRACT - CAMPAGNE & CAMPAGNE 2007.DOC
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COUNTY OF FRESNO REQUEST FOR PROPOSAL

NUMBER: 951-4385

ATTORNEY SERVICES FOR COUNTY CIVIL SERVICE COMMISSION

February 1, 2007

ORG/Requisition: 10100400/ 1017000083

PURCHASING USE

G:\PERS\RECRUIT\CONTRACTS-RFP\CSC ATTORNEY\RFP

LEGAL COUNSEL TO CSC 2007.DOC

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

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

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON FEBRUARY 26, 2007.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M. Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.

Clarification of specifications are to be directed to: KEN VOZZA, phone (559) 456-7110, FAX (559) 456-7831.

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 www.co.fresno.ca.us/0440/Bidshome.asp for RFQ/RFP documents and changes.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL 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 Proposal 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 120 days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope 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 at least 5 working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: 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.

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.

- 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 willing to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

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 (7.975%). 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.

Proposal No. 951-4385

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:

Upon award of bid, the vendor shall submit to County Purchasing, a completed W-9 - Request for Taxpayer Identification Number and Certification if not already a current vendor with The County of Fresno. This form is available from the IRS to complete on line at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

6. AWARDS:

A) Subject to the local preference provisions referenced in Paragraph 6 below and more thoroughly set forth in the General Requirements section of this RFQ, award(s) will be made to the most responsive bidder. The evaluation 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) 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. LOCAL VENDORS

A) Local Vendor Preference (applicable to RFQ Process only)

The following provisions are applicable only to the County's acquisition of materials, equipment or supplies through the RFQ process when the funding source does not require an exemption to the Local Vendor Preference.

THE PROVISIONS OF THIS PARAGRAPH ARE APPLICABLE, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS RFQ TO THE CONTRARY

If the apparent low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the lowest responsive bid as determined by the purchasing agent shall have the option of submitting a new bid within forty-eight hours (not including weekends and holidays) of County's delivery of notification. Such new bids must be in an amount less than or equal to the lowest responsive bid as determined by the purchasing agent. If the purchasing agent receives any new bids from local vendors who have the option of submitting new bids within said forty-eight hour period, it shall award the contract to the local vendor submitting the lowest responsive bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the purchasing agent.

B) Local Vendor Defined

"Local Vendor" shall mean any business which:

1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent; and
2. Holds any required business license by a jurisdiction located in Fresno County; and
3. Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Fresno County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Fresno County.

8. 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 this RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

9. 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.

10. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within 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.

11. 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.

Proposal No. 951-4385

12. DISCOUNTS:

Terms of less than 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.

13. 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.

14. 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.)

15. RECYCLED PRODUCTS/MATERIALS:

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

16. 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.

17. 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.

18. 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 of 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.

19. APPEALS

Appeals must be submitted in writing within seven (7) working days after the review committee notification of proposed recommendations. 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 process.

The Purchasing Manager will provide a written response to the complaint 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 the Purchasing Manager, he/she shall have the right to appeal to the Purchasing Agent within seven (7) business days after notification of the Purchasing Manager's decision.

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

20. 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.

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OVERVIEW

The County of Fresno is soliciting proposals to contract with an attorney to provide legal counsel to the Fresno County Civil Service Commission.

The County Charter establishes the Civil Service Commission to oversee a merit system of selection and retention of County employees in the classified service. Pursuant to the County Ordinance Code, Title 2, Chapter 2.60 (<http://municipalcodes.lexisnexis.com/codes/fresno/>), the Commission consists of five (5) members appointed by the Board of Supervisors to serve four-year terms of office. A chairperson is elected, from among the Commission members, after the beginning of a regular term of office of any new member. The chairperson calls meetings as often as necessary, but at least once a month. Three commissioners constitute a quorum, provided that no action shall be taken without the affirmative vote of at least three members.

The Commission will consider the legitimacy of, and hear where it deems appropriate, an appeal by an individual(s) from actions taken on classified service matters governed by the provisions of the rules unless either: 1) appeal is expressly forbidden; or 2) another authority is specified as final adjudicator; or 3) the employee has sought adjudication through the Fresno County Grievance Procedure. Conversely, matters appealed under this section may not also be grieved through the County's Grievance Procedure. A written petition for hearing must be submitted within ten working days from the date of the action being appealed except the Commission may, with good cause, consider an extended period. The Commission will consider the petition at its next regular meeting (held once per month).

The attorney must hold a valid license issued by the State Bar of California and must have experience in administrative hearings involving:

- ✓ Employee discipline including terminations, demotions, salary reductions, and suspensions
- ✓ Discrimination complaints
- ✓ California Labor Law relating to modifications/establishment of bargaining units and unfair labor practice charges

Knowledge and/or experience in the following areas of law is highly desirable:

- ✓ Evidence
- ✓ Americans with Disabilities Act (ADA)
- ✓ Title VII Civil Rights Act
- ✓ Fair Employment and Housing Act
- ✓ Fresno County Employee Relations and Ordinance
- ✓ Meyers-Milias-Brown- Act
- ✓ Relevant Provisions of Fresno County Charter and Ordinance Code
- ✓ Federal and California Constitutional Employment Law
- ✓ Open Meetings Statute (Brown Act)
- ✓ Federal and California Privacy Act
- ✓ Other applicable Employment Law

Other Requirements include:

Annual hours required varies, but may range from 300-600 including one required monthly meeting (about 1 hour in duration) and up to six hearings per month, scheduled Tuesdays and Thursdays, generally between the hours of 8:00 a.m. and 5:00 p.m. Although not meant to be a guarantee or indicator of future hours, the required time over the past two years has averaged about 300 hours per year (24 hours per month) including one monthly meeting and an average of one to two hearings per month, typically lasting one to two days in length.

It is the Civil Service Commission's utmost concern that an individual attorney be designated for continuity purposes. Therefore, law firm proposals will be considered only if one individual is designated to fulfill the needs of the Civil Service Commission.

KEY DATES

RFP Issue Date: February 1, 2007

Vendor Conference: February 13, 2007 at 1:30 P.M.
To be held at: County of Fresno Purchasing
4525 E. Hamilton Avenue, Second Floor
Fresno, CA 93702

Deadline for Written Questions February 14, 2007 at 3:00 P.M.
Deliver to: Ken Voza
County of Fresno
4225 E. Hamilton Ave.
Fresno, CA 93702
Email to: kvozza@co.fresno.ca.us
Fax to: Ken Voza
(559) 456-7831

RFP Closing Date: February 26, 2007 at 2:00 P.M.
Submit to: County of Fresno Purchasing
4525 E. Hamilton Avenue, Second Floor
Fresno, CA 93702

PROPOSAL IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our proposal is attached and identified
as: _____

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within _____ calendar days after signing of the final contract.

Company: _____

Address: _____

Zip: _____

Signed by: _____

Print Name

Print Title

() _____ () _____
Telephone Fax Number E-mail Address

Date: _____

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every citizen has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc. Such material should be submitted in a separate binder not marked "Trade Secret".

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret."

Enter company name on appropriate line:

_____ has submitted information identified as Trade
(Company Name) Secrets

_____ has not submitted information identified as Trade
(Company Name) Secrets

ACKNOWLEDGED BY:

_____ ()
Signature Telephone

_____ Date
Print Name and Title

_____ Address

_____ City State Zip

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include addresses and phone numbers.

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

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

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

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

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

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

GENERAL REQUIREMENTS

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 proposal and is identified on the "Provider" line of the Proposal Identification Sheet.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal 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 7.975% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to the stipulation of the vendor's standard contracts and associated legal documents.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

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

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

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

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.

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

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.

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.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP 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 proposal/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, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

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

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should 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 proposal 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 RFP, or any competing RFP, 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.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

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, 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.

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.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, 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.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP 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 RFP. 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 RFP. 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.

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 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.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

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, Purchasing Manager, 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.

AUDITS AND INSPECTIONS: The Contractor shall at any time during business hours, and as often as the County may deem necessary, make available to the County for examination all of its records and data and respect to the matters covered by this Agreement. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

County of Fresno will not be held liable for any cost incurred by bidders in responding to RFP.

DEFAULT: In case of default by the selected bidder, the County may procure materials and 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.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

SAMPLE CONTRACT: Submitted as a part of bidder's response to the RFP, shall be a sample of the contract he is proposing with the County of Fresno. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

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 of 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.

APPEALS

Appeals must be submitted in writing within seven (7) working days after the review committee notification of proposed recommendations. 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 process.

The Purchasing Manager will provide a written response to the complaint 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 the Purchasing Manager, he/she shall have the right to appeal to the Purchasing Agent within seven (7) business days after notification of Purchasing Manager's decision.

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

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

(Authorized Signature)

Title

SPECIFIC TERMS AND CONDITIONS

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

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP 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. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, 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, 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.

NUMBER OF COPIES: Submit **one (1) original and five (5) copies** of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP 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 RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see below). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to County Purchasing not later than **3:00 P.M. on February 14, 2007**. Questions must be directed to the attention of the buyer identified on page one, if any.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, CA 93702 or emailed to kvozza@co.fresno.ca.us or faxed to (559) 456-7831. If faxing the bidder must confirm receipt by phone within one-half (1/2) hour of transmission.

such evidentiary proceedings, are generally governed by the Fresno County Personnel Rules (www.co.fresno.ca.us/1010/persweb/index.htm), but additional rules may apply.

Requirements

It is the utmost concern of the Civil Service Commission that there be one individual designated to provide counsel and continuity of services. A law firm may only be considered if one attorney is designated as legal counsel.

The attorney must hold a valid license issued by the State Bar of California and must have experience in administrative hearings involving:

- ✓ Employee discipline including terminations, demotions, salary reductions, and suspensions
- ✓ Discrimination complaints
- ✓ California Labor Law relating to modifications/establishment of bargaining units and unfair labor practice charges

In addition, knowledge and/or experience in the following areas of law is highly desirable:

- ✓ Evidence
- ✓ Americans with Disabilities Act (ADA)
- ✓ Title VII Civil Rights Act
- ✓ Fair Employment and Housing Act
- ✓ Fresno County Employee Relations and Ordinance
- ✓ Meyers-Milias-Brown Act (MMBA)
- ✓ Relevant Provisions of Fresno County Charter and Ordinance Code
- ✓ Federal and California Constitutional Employment Law
- ✓ Open Meetings Statute (Brown Act)
- ✓ Federal and California Privacy Act
- ✓ Other applicable Employment Law

The attorney selected as the vendor to provide support to the Fresno County Civil Service Commission will be required to:

- a) Attend all Civil Service Commission meetings and hearings and prepare written notices of decisions and findings.
- b) Provide legal advice to the Civil Service Commission in the areas of employment, labor and administrative law. Within this context, advises Commission providing interpretation of relevant Fresno County ordinances and Personnel Rules, state and federal constitutional, statutory and case law, and Civil Service Commission Bylaws.
- c) Provide legal advice to the Commission including but not limited to advice concerning administrative hearing procedures, jurisdictional questions, disposition of motions and evidentiary objections.

- d) Prepare and present appropriate notices of decisions and findings of fact for Commission approval. Recordings and transcripts of proceedings may be available, but transcript preparation requires approval by the Director of Personnel Services or designee.
- e) May serve as hearing officer for the Civil Service commission, upon request by Civil Service Commission and approval by Director of Personnel Services, and prepare recommended decision for Commission action.
- f) Function under the direction of the Director of Personnel Services who must approve assignments other than regular meetings and hearings.
- g) Oversee the clerical work of the Secretary to the Commission. However, the Civil Service Commission Secretary does not perform clerical work normally associated with position of Legal Counsel.

The attorney selected as the vendor to provide support to the Civil Service Commission may not:

- a) Represent any Fresno County bargaining units, unions or employee groups, Fresno County Employees, or Fresno County Departments during the course of the contract period to provide legal counsel to the Fresno County Civil Service Commission.

Vendor Response to Scope of Work

In responding to the Request for Proposal, vendors must include information addressed in the 'Background' and 'Requirements' sections above. In the response, the following must be addressed:

1. Confirmation that vendor will be able to meet the following requirements: be in attendance at all Commission meetings and hearings as required; research, preparation, and written responses for meetings/hearings, as is applicable.
2. Name of the attorney who will be designated to provide legal counsel to the Fresno County Civil Service Commission.
3. The designated attorney's experience in administrative hearings involving each of the following required areas (identify how long and type of experience):
 - a) Employee discipline including terminations, demotions, salary reductions, and suspensions
 - b) Discrimination complaints
 - c) California Labor Law relating to modifications/establishment of bargaining units and unfair labor practice charges
4. The designated attorney's knowledge and/or experience in the following highly desirable areas (identify how long and type of experience; if none, indicate as such):
 - a) Evidence
 - b) Americans with Disabilities Act
 - c) Title VII Civil Rights Act
 - d) Fair Employment and Housing Act
 - e) Fresno County Employee/Labor Relations and Ordinance
 - f) Meyers-Milias-Brown Act
 - g) Relevant Provisions of Fresno County Charter and Ordinance Code

- h) Federal and California Constitutional Employment Law
- i) Open Meetings Statute (Brown Act)
- j) Federal and California Privacy Act
- k) Other Applicable employment law

COST PROPOSAL

Please describe in detail the cost* for all proposed services, including any additional related services you would like to offer (if any given cost is not applicable, please state):

- a) Hourly rate for attorney services.
- b) Hourly rate for paralegal, clerical and other support services. Specify each one separately, including hourly rate and their role.
- c) Travel expenses (hourly rate, mileage, etc.).
- d) Other related expenses separate from those identified above.
- e) Additional services – identify cost for any additional services you offer/recommend that you would require to be included in an Agreement or that may be optional. Please clearly state whether the service is required or optional and why it should be included or considered.

* Proposals shall identify all fees and charges that are applicable to the requested services. Include a specific description of what the fee or charge includes, does not include and how the amount charged will be determined.

PROPOSAL CONTENT REQUIREMENTS

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

The content and sequence of the proposals will be as follows:

- I. PROPOSAL IDENTIFICATION SHEET (as provided above)
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET ACKNOWLEDGMENT:
 - A. Sign and return
- VI. REFERENCE LIST:
 - A. Complete and return
- VII. PARTICIPATION:
 - A. Sign and return

VIII. **EXCEPTIONS:** This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to the "General Conditions" section of this RFP.
- B. Exceptions to the "General Requirements" section of this RFP.
- C. Exceptions to the "Specific Terms and Conditions" section of this RFP.
- D. Exceptions to the "Scope of Work" section of this RFP.
- E. Exceptions to the "Proposal Content Requirements" section of this RFP.
- F. Exceptions to any other items contained in this RFP.

IX. **VENDOR COMPANY DATA:** This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Reference List (form provided above)
- G. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns.
- H. Describe any terminated contracts for services similar to vendor's current bid for the RFP and provide the following:
 - 1. Agency contracted with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
- I. Describe any pending lawsuits or legal actions:
 - 1. Location filed, name of court and docket number

2. Nature of the lawsuit or legal action

J. Describe any past payment problems with the County:

1. Funding source
2. Date(s) and amount(s)
3. Resolution
4. Impact to financial viability of organization

X. VENDOR'S PROPOSED SCOPE OF WORK:

Bidders are to use this section to describe the essence of their proposal.

A. This section should be formatted as follows:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
2. Your response to the previously stated "VENDOR RESPONSE TO SCOPE OF WORK" section of this RFP.
3. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."

XI. REPORTS: Samples of reports referenced in Section X.A.3. should be displayed in this section.

XII. VENDOR'S COST PROPOSAL: As instructed under the previously stated "COST PROPOSAL" section of this RFP.

AWARD CRITERIA

Proposals will be evaluated and a vendor selected based upon the following criteria:

COST

- A. As submitted under the "VENDOR'S COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California public agency, particularly in providing legal advice to administrative bodies (preferably a civil service or personnel commission) in the area of labor, employment and administrative law.
- D. How acceptable are any exceptions and/or deviations from services requested in the RFP?
- E. Reference checks - How are the assessments from the client references? Are/were the services provided to the clients comparable to services requested in the RFP?

Note: A presentation before the County's Selection Committee may be required.

MANAGEMENT PLAN

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
- B. Is the strength and stability of the organization sufficient to provide the services required?

RFQ SUBMITTALS

(*CHECK LIST)

THE BIDDER SHALL PROVIDE THE FOLLOWING WITH THEIR QUOTATION:

- _____ 1. The completed and signed Page One of this RFQ.
- _____ 2. Complete, sign and submit page one of each and all Addendums to this RFQ which require signature (if any).
- _____ 3. The specified number of copies of the bidder's Quotation.
- _____ 4. The completed *Reference List* of this RFQ.
- _____ 5. A list of all bidder exceptions to County's requirements, conditions, and specifications as stated within this RFQ.
- _____ 6. All information listed under the "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.
- _____ 7. A completed W-9 form (download from IRS website: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>)
- _____ 8. The completed *RFQ SUBMITTALS* page.
- _____ 9. Submit your quotation prior to the specified date and time. Submit in a sealed envelope, box, etc. with the following information displayed on the outside:

County of Fresno RFQ No. 951-4385
Closing Date: February 26, 2007
Closing Time: 2:00 P.M.
Commodity or Service: ATTORNEY SERVICES FOR COUNTY CIVIL SERVICE COMMISSION

- *a. Submit this page as a part of your Quotation.
- b. Submit all items listed on this page.
- c. State Yes on the line to the left of each item to confirm that the requested information has been included, state No if it is not provided and explain why.
- d. The County does not guarantee that all items to be submitted with vendor's bid are listed above. The absence of items from the list does not exempt the bidder from providing them. The bidder must read the RFQ thoroughly to determine all items that are to be submitted with his/her quotation.

**BYLAWS OF THE FRESNO COUNTY
CIVIL SERVICE COMMISSION**

JANUARY 2005

BYLAWS OF THE FRESNOCOUNTY CIVIL SERVICE COMMISSION

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BYLAWS OF THE FRESNO COUNTY CIVIL SERVICE COMMISSION

ARTICLE I: PURPOSE

The Civil Service Commission exists to assist the Board of Supervisors in administering the Civil Service System as set forth in the Fresno County Charter, Ordinance Code, and Personnel Rules.

ARTICLE II: RESPONSIBILITIES & POWERS

Section 1 – Oversight of Classified Service

The Commission has oversight responsibility for the selection and retention of employees within the classified service as defined in County Ordinance Code Section 3.08.010.

The oversight responsibility is carried out by holding public meetings and hearings as set forth in Personnel Rule 1030 et. Seq. and 1041 et. Seq.

Section 2 – Oversight of Employee Relations

The Commission has oversight responsibility for employee relations as set forth in the Employee Relations Ordinance (Chapter 3.12 of Fresno County ordinance Code).

The oversight responsibility is carried out by means of decisions taken on employee relations matters brought before the Commission at its public meetings, or by means of scheduled public hearings on matters such as Unfair Employee Relations Charges and contested proposed Unit Modifications for employee representation and bargaining purposes.

Section 3 – Investigatory Powers

As set forth in County Ordinance Code Section 3.08.140, the Commission in its general oversight responsibility for the Civil Service System is empowered "...to investigate the conduct and operation of any department or board." This power includes the power to subpoena witnesses, compel the production of documents, and administer oaths, and includes enforcement by means of contempt proceedings if necessary.

The Commission may request information from departments or boards orally or in writing regarding the conduct and operation of the department or board.

ARTICLE III: COMMISSION STRUCTURE

Section 1 – Membership and Removal

As set forth in County Ordinance Code, Section 260, the Commission consists of five members appointed by the Board of Supervisors for four-year terms. A Commissioner may be removed at any time by a four-fifths (4/5) vote of the Board of Supervisors (Ordinance Code Section, 2.60.020).

Section 2 – Chairperson

The Chairperson shall be the spokesperson for the Commission and shall preside over Commission meetings and hearings, shall be responsible for directing and supervising Commission business, and shall call special meetings as necessary to conduct Commission business.

The Commission shall select its chairperson at the first meeting after the beginning of the term of any commissioner or at such time as the position has become vacant.

On the occasion of the absence of the regular chairperson, the Commission shall select a temporary chairperson.

Section 3 – Legal Counsel

The Commission shall be advised at its meetings and hearings by independent counsel who shall also function as hearing officer if so-designated by the Commission.

Section 4 – Commission Secretary

The Commission secretary provides staff assistance to the Commission. The secretary shall receive and send all communications directed to and from the Commission. The secretary shall prepare the Commission's agenda and be responsible for preparing and publishing all public notices pertaining thereto as provided by law. The secretary shall be the custodian of Commission records and forms (including subpoena forms), prepare the minutes of Commission meetings and hearings, tape record all Commission proceedings, and regularly communicate with members of the Commission and its legal counsel regarding Commission business. The secretary shall be a communication link between the Commission and Fresno County regarding support services for the conduct of Commission business.

ARTICLE IV: MEETINGS

Section 1- Regular Meetings

The Commission shall conduct one regular public meeting each month on a regular day and time established and announced by the Commission. The regular monthly meeting of the Commission

shall be conducted according to a published agenda and shall comply with the public agency requirements for meetings and meeting announcements as set forth in state law. The secretary to the Commission shall provide notification to department heads, employee groups, interested or affected parties, and anyone requesting notification.

The regular and special monthly meetings, including hearings, shall begin at 9:00 a.m. on the scheduled days and shall not continue past 5:00 p.m., unless the Commission in its discretion with proper public notice shall establish that a particular hearing shall begin at a different time. Hearings scheduled on the day of the regular monthly meeting of the Commission shall ordinarily begin at 10:00 a.m., unless the Commission establishes a different time.

The regular monthly meeting shall be a public forum for hearing motions; scheduling hearings; publishing notices and announcements; receiving and dispensing communications; and rendering formal Findings, Conclusions, and Decisions from prior hearings.

The agenda for the regular monthly meeting shall consist of approval of minutes from prior meetings and hearings, announcements, old business, new business, and an opportunity for members of the public to address the Commission, including unscheduled requests for hearings on disciplinary actions.

The parties scheduling evidentiary hearings shall give reasonable estimates of hearing length and number of witnesses.

The parties scheduling hearings regarding alleged Unfair Employee Relations Practices or Unit Modifications shall caption the matter to be heard so that the Commission can easily identify the parties.

Parties filing appeals from rejection during probationary period under Personnel Rule 5, Section 5024 shall substantiate in writing the specific acts of discrimination alleged by the appellant to have been the basis for Rejection during Probationary Period.

Section 2 – Special Meetings

In addition to the regular monthly meeting, the Commission chairperson shall schedule such additional special meetings, including hearings, as may be necessary, except that the Commission may schedule no more than six (6) hearings in any one calendar month.

Continuances shall be governed by Personnel Rule 10, Section 10150, except that the requests for continuance of a scheduled evidentiary hearing or proceeding shall only be considered at the time of the scheduled hearing unless the chairperson shall otherwise grant continuances for such emergency reasons as fairness and justice would require. A decision to continue a hearing means that the hearing shall be placed on the Commission agenda for the next regular monthly meeting for rescheduling.

For purposes of calculating commissioner attendance as required by Ordinance Code Section 2.68.010, special meetings, including hearings, are deemed to be regular meetings.

An agenda shall be published, and interested and affected parties shall receive notification.

Section 3 – Quorum & Voting

Personnel Rule 1, Section 1031 provides that a quorum shall consist of three (3) commissioners and that no affirmative decision can be taken without a vote of at least three (3) commissioners. Voting on all matters before the Commission may be conducted by voice vote or by roll call vote. If the Commission is divided on an issue which requires a vote of the Commission, the Commission shall, at the request of a party, render its decision by means of a roll call vote.

A quorum of the Commission shall meet to conduct Commission business only when proper notice has been given as required by law.

In the event of the absence of one or two commissioners from an evidentiary hearing or proceeding and an affirmative decision of the Commission cannot be made, because of lack of the required three votes for a decision, the Commission in its discretion shall determine if the absent commissioner or commissioners shall participate in the decision or if a new hearing shall be required. If the Commission elects to have the absent commissioner or commissioners participate, the previously-absent commissioner or commissioners shall deliberate and vote with the other commissioners at a time and day scheduled to resolve the issue, after the absent commissioner or commissioners have listened to the tape of the proceeding or have read a reporter's transcript of the proceeding.

Section 4 – Communications, Discussions, Appearances Before the Commission

Personnel Rule 1, Section 1032 provides that requests to address or appear before the Commission must be made in writing reasonably in advance of the scheduled regular monthly meeting, except that members of the public may address the Commission at any regular meeting at the conclusion of the scheduled business of the Commission on any matter subject to the Commission's authority, including requests to schedule appeals on disciplinary actions. The scheduling of appeals presented during the public presentation portion of the agenda shall be subject to the Commission calendar availability and shall not preempt any prior existing scheduled hearings.

Section 5 – Permanent Record of Commission Business

The secretary for the Commission shall maintain written minutes of every meeting and hearing. These minutes shall be open to public inspection. For Commission use and preparation of formal post-hearing Findings and Conclusions by the Commissioner's counsel when so-directed by the Commission, the secretary shall also tape record every meeting and hearing.

A short-hand reporter shall be present at every evidentiary hearing and a reporter's record shall be made of every hearing before the Commission. In the event a reporter's transcript is requested by either the appellant or respondent, the party requesting the transcript shall bear the cost of production.

Section 6 – Commission Attendance at Meetings

As set forth in Ordinance Code, Section 2.68.010, a commissioner who shall have been absent from three (3) consecutive regular meetings or five (5) regular meetings within a calendar year shall be deemed to have resigned from the Commission unless the absence is excused by the Commission for “illness, absence from the country, or extreme weather conditions.”

As set forth in Ordinance Code, Section 2.68.010, the Commission Secretary shall give written notice, together with a copy of Section 2.68.010, to any Commissioner who has been absent for two consecutive meetings or a total of four meetings within a calendar year. The notice shall advise the commissioner of the absences and the consequences of further absence.

Special meetings and hearings are deemed regular meetings for purposes of the Article as provided in Ordinance Code Section 2.68.010.

Section 7 – Commission Control Over Agenda

The Commission shall cancel and reschedule hearings and special meetings as may be necessary for the efficient administration of Commission business, except that the Commission must have at least one regular meeting per month.

ARTICLE V: MEETING RULES AND PROCEDURES

Section 1 – Purpose

Meeting rules and procedures have been established to:

1. Insure public access to regular meetings, special meetings, and public hearings and to insure that meetings and hearings are conducted in a fair, orderly, uniform fashion;
2. Insure that all Commission meetings and hearings are conducted in a manner that complies with applicable state laws.

Section 2 – Regular Meeting Procedures

The following rules and procedures shall apply to all regular meetings of the Commission.

A. Pre-Meeting Requirements

Copies of the meeting agenda shall be available upon request from the secretary prior to the Commission meeting.

B. Governing Rules

1. Roberts’ Rules of Order

Roberts' Rules of Order as last revised shall govern in conducting all regular meetings and all special meetings of the Commission except hearings or proceedings where evidence is formally taken.

2. Rules of Evidence and rules for all formal hearings other than as set forth in applicable Federal and State law for such evidentiary proceedings, are generally governed by the Personnel Rules, but in addition , the following rules shall apply:
 - a. The Commission shall consider all evidentiary objections and issues brought to its attention, but the hearing need not be conducted according to technical judicial rules of evidence.
 - b. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
 - c. Witnesses in any meeting or hearing in which formal evidence is taken by the Commission shall be sworn before their testimony shall be received. In all other proceedings, the commission chairperson shall decide if witnesses shall be sworn or placed under oath.
 - d. Hearsay evidence is generally admissible, if relevant, but shall not be sufficient by itself to support a finding of fact, unless such hearsay evidence would be admissible over proper objection in civil actions.
 - e. To avoid unnecessary cumulative or repetitious evidence, the Chairperson may, upon advice of legal counsel, limit the number of witnesses or the line of testimony upon a particular issue.

C. Notice of Decision

For all evidentiary hearings or proceedings of the Commission, legal counsel for the Commission shall prepare formal Notices of Decision to be executed by the Chairperson of the Commission. Such Notices of Decision shall be scheduled as agenda items at regular or special meetings of the Commission.

D. Findings of Factual Determinations

The Commission must make findings and factual determinations based on the evidence and testimony presented during the hearing in accordance with applicable law. Upon request of a party, the Commission may direct a party or its legal counsel to prepare proposed formal written Findings of Fact and Conclusions regarding any Commission decision on any matter involving the formal taking of evidence by the Commission.

E. Pre-Hearing Procedures

The Commission, at the time a hearing is calendared, may require a Pre-Hearing conference among the parties. The Pre-Hearing conference shall be conducted not less than ten (10) business days prior to the hearing, by the Commission counsel

During the Pre-Hearing conference, the parties shall be prepared to:

- a. Provide the names of witnesses intended to be called and indicate any for which a subpoena is required.
- b. Stipulate to facts not at issue.
- c. Provide a list of documents proposed to be admitted into evidence.
- d. Discuss any means to expedite the hearing.

The Pre-Hearing conference may be conducted telephonically.

F. Hearing Procedure

1. The captioned case shall be called, parties identified, and preliminary matters addressed.
2. Opening statements.
3. Order of presentation of evidence shall be determined according to the location of the appropriate burdens or stipulation of the parties.
4. Direct examination, cross-examination, introduction of exhibits, impeachment and rebuttal shall be governed by Personnel Rule 10, Section 10160.
5. Closing arguments shall be made by the parties and an opportunity for closing rebuttal shall be given to the party with the burden of initial going forward with the evidence and the burden of proof. The commission, in its discretion, may require arguments in the form of pre-hearing or post-hearing briefs, particularly with regard to complex matters.
6. At least nine copies of exhibits shall be prepared in advance of the hearing in which they are expected to be placed in evidence.
7. The time and length of the lunch recess shall be determined by the Commission on a case-by-case basis with due consideration of the needs efficient administration, commissioners, witnesses, and the parties.
8. At the conclusion of the hearing, the Commission shall render its decision by formal motion and vote, except that the Commission may, with proper public notice and notice to the parties reschedule a different time for rendering its decision. As provided by Personnel Rule 10, however, the Commission shall render its decision within thirty (30) days of the conclusion of the hearing.

ARTICLE VI: COMMUNICAITONS

Section 1 – Communications with the Board of Supervisors

The Commission shall prepare and submit an annual report to the Board of Supervisors.

Section 2 – Reports From Departments and Boards

The Commission may request information, orally or in writing, from County departments and boards.

Section 3 – Improper Communications

Appellants and Respondents, as well as Charging Parties and Respondents, shall not directly contact commissioners regarding adverse matters pending before the Commission or to be brought before the Commission. This prohibition includes telephone or written communications and commissioners receiving such communications shall, upon realizing their content and purpose, direct them to the Commission secretary. This prohibition does not apply to consultation with the Commission secretary or its legal counsel.

ARTICLE VII: AMENDMENTS

The Commission may propose amendments to these By-laws at any time and such proposed amendments are subject to ratification by the Board of Supervisors.

Cwr: 8/1/05

Exhibit 2

COPY
COUNTY OF FRESNO
REQUEST FOR PROPOSAL

NUMBER: 951-4385

**ATTORNEY SERVICES FOR COUNTY CIVIL SERVICE
COMMISSION**

January 31, 2007

ORG/Requisition: 10100400/ 1017000083

PURCHASING USE

G:\RFP\951-4385 ATTORNEY SERVICES FOR COUNTY CIVIL
SERVICES COMMISSION.DOC

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

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

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON FEBRUARY 26, 2007.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.
Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.

Clarification of specifications are to be directed to: KEN VOZZA, phone (559) 456-7110, FAX (559) 456-7831.

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 www.co.fresno.ca.us/0440/Bidshome.asp for RFQ/RFP documents and changes.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL 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 Proposal Schedule.

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

The Law Firm of Campagne & Campagne, A Professional Corporation
COMPANY

Airport Office Center, 1685 N. Helm Avenue
ADDRESS

Fresno
CITY

CA 93727
STATE ZIP CODE

(559) 255-1637
TELEPHONE NUMBER

(559) 252-9617
FACSIMILE NUMBER

cc@campagnelaw.com
E-MAIL ADDRESS

SIGNED BY

Thomas E. Campagne,
PRINT NAME

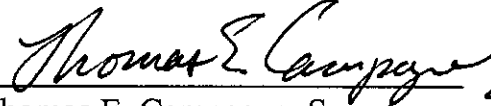
President
TITLE

XIV. CERTIFICATE OF SECRETARY

I, Thomas E. Campagne, hereby certify:

I am now, and at all times mentioned herein have been, the sole Shareholder and Director of Campagne & Campagne, A Professional Corporation, doing business as The Law Firm of Campagne & Campagne, A Professional Corporation.

In said capacities. I have full authority to make any and all binding representations on behalf of this law corporation.


Thomas E. Campagne, Secretary 2/21/07

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Proposal No. 951-4385

PROPOSAL IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our proposal is attached and identified
as:

Proposal for Attorney Services to Fresno

County Civil Service Commission.

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the
cost proposal.

Work services will commence within 7 calendar days after signing of the final
contract.

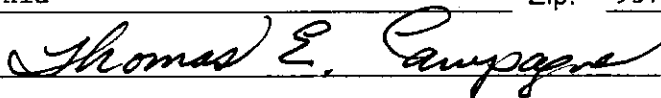
Company: The Law Firm of Campagne & Campagne, A Professional Corporation

Address: Airport Office Center, 1685 N. Helm Avenue

Fresno, California

Zip: 93727

Signed by:



Thomas E. Campagne

Print Name

President

Print Title

(559) 255-1637

Telephone

(559) 252-9617

Fax Number

cc@campagnelaw.com

E-mail Address

Date: February 21, 2007

THE LAW FIRM OF
CAMPAGNE & CAMPAGNE
A PROFESSIONAL CORPORATION

ATTORNEYS
THOMAS E. CAMPAGNE
JUSTIN T. CAMPAGNE
TRAVIS R. STOKES
MARY F. LERNER

LAW CLERK
ANDREW M. ALLER

AIRPORT OFFICE CENTER
1685 N. HELM AVENUE
FRESNO, CALIFORNIA 93727
EMAIL: cc@campagnelaw.com
TELEPHONE (559) 255-1637
FAX (559) 252-9617

February 21, 2007

Mr. Ken Vozza
County of Fresno, Purchasing
4525 E. Hamilton Avenue
Fresno, California 93702-4599

Re: RFP No. 951-4385 for Attorney Services for
Fresno County Civil Service Commission

Dear Mr. Vozza:

Thank you for the opportunity to reply to your Request for Proposal regarding attorney services for the County of Fresno Civil Service Commission. This law corporation would be interested in performing such work. In accordance with your requirement for continuity purposes, the undersigned President of this law corporation (Thomas E. Campagne) would be the attorney designated to fulfill the needs of the Civil Service Commission and would be the contact person authorized to make representations for this corporate bidder.

Hopefully, upon reviewing my resume, you will find me qualified for performing work in the areas enumerated within the Proposal Specifications. I have specialized for many years in representing clients (in the public, private and agriculture sectors) in connection with labor relations, employment discrimination and general employment law matters. In addition, I have served as General Counsel to a number of public and private entities, including The Housing Authorities of the City and County of Fresno, North Central Fire Protection District, Nisei Farmers League and a number of large San Joaquin Valley companies.

Being the head of a law firm and serving for many years as General Counsel to the aforementioned entities, I have appeared on behalf of my clients at hundreds of labor arbitrations, including hearings before Administrative Law Judges of the NLRB, ALRB, etc., and vast experience before state and federal judges in labor relations matters.

After reviewing the enclosed documentation, if you should have any questions or if you would like to schedule an interview, please feel free to give me a call at your convenience.

Very truly yours,

Campagne & Campagne,
A Professional Corporation


By Thomas E. Campagne

TEC:lf

LF\Resume\CivilServiceCover.022107

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IV. Conflicts of Interest

None

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every citizen has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc. Such material should be submitted in a separate binder not marked "Trade Secret".

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

Proposal No. 951-4385

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret."

Enter company name on appropriate line:

_____ has submitted information identified as Trade
(Company Name) Secrets

The Law Firm of Campagne & Campagne,
A Professional Corporation has not submitted information identified as Trade
(Company Name) Secrets

ACKNOWLEDGED BY:

Thomas E. Campagne (559) 255-1637
Signature Telephone

Thomas E. Campagne, President February 21, 2007
Print Name and Title Date

Airport Office Center, 1685 N. Helm Avenue
Address

Fresno CA 93727
City State Zip

Firm: The Law Firm of Campagne & Campagne

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include addresses and phone numbers.

Reference Name:	<u>Housing Authorities of the City and County of Fresno</u>	<u>1331 Fulton Mall (P.O. Box 11985)</u> City: <u>Fresno</u> State <u>CA 93776</u>
Contact	<u>Darrell Tuckness</u>	Phone No.: <u>(559) 443-8486</u>
Date:	<u>Since 1978</u>	
Service Provided:	<u>General counsel since approximately 1983, including employment issues, Skelley Hearings, Union negotiations, HUD issues, contracts, etc.</u>	

Reference Name:	<u>William L. Burgen, Former Fire Chief, North Central Fire Protection District</u>	<u>16241 Monreal</u> City: <u>Madera</u> State <u>CA 93638</u>
Contact	<u>Central Fire Protection District</u>	Phone No.: <u>(559) 645-8345</u>
Date:	<u>1985 - 1999</u>	
Service Provided:	<u>General counsel for North Central Fire Protection District, including employment issues, Union negotiations, contracts, etc.</u>	

Reference Name:	<u>Visalia Community Bank</u>	<u>120 N. Floral (P.O. Box 1311)</u> City: <u>Visalia</u> State <u>CA 93279</u>
Contact	<u>Tom Beene, President</u>	Phone No.: <u>(559) 730-2800</u>
Date:	<u>1992 - Present</u>	
Service Provided:	<u>General counsel, including employment issues, contracts, real property issues, etc.</u>	

Reference Name:	<u>Raisin Bargaining Assoc.</u>	<u>1300 E. Shaw Ave., Suite 175</u> City: <u>Fresno</u> State <u>CA 93710-7917</u>
Contact	<u>Glen Goto, CEO</u>	Phone No.: <u>(559) 221-1925</u>
Date:	<u>2002 - Present</u>	
Service Provided:	<u>General counsel, including membership issues, state and federal agriculture relations, etc.</u>	

Reference Name:	<u>Nisei Farmer's League</u>	<u>1775 N. Fine Street</u> City: <u>Fresno</u> State <u>CA 93727</u>
Contact	<u>Manuel Cunha, President</u>	Phone No.: <u>(559) 251-8430</u>
Date:	<u>1980 - Present</u>	
Service Provided:	<u>Representing member growers in labor relations matters.</u>	

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

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 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.

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

Thomas E. Campagne

(Authorized Signature)

2/21/07

Thomas E. Campagne, President

Title

VIII. EXCEPTIONS

None

**IX Vendor Company Data
A. Resume of Law Firm**

**CAMPAGNE & CAMPAGNE,
A PROFESSIONAL CORPORATION**

Thomas E. Campagne

Address:

**Airport Office Center
1685 North Helm Avenue
Fresno, California 93727
(Fresno County)**

Telephone: (559) 255-1637

Fax: (559) 252-9617

E-Mail: cc@campagnelaw.com

STATEMENT OF PRACTICE:

Litigation, Employment Law, and General Business Matters; namely: Representing employers and businesses in the Public, Private and Agricultural sectors regarding: Labor Relations Law and Employment Discrimination and Wrongful Termination Law; Civil Trial and Appellate Litigation in all State and Federal Courts and Administrative Agencies; Commercial Litigation and Business Litigation and Real Estate Litigation; Real Property, Financial and Business Transactions, including contracts, corporations, partnerships, limited liability companies (LLCs); Agricultural Business Transactions, including services to growers, processors, shippers and marketers covering marketing orders, crop sales, crop damage and general farm and ranch law; Real Estate and Land Use.

FIRM PROFILE: Year Established: 1978

The Law Firm of Campagne & Campagne, A Professional Corporation, consists of 5 attorneys and 5 paralegals. The law firm began in 1978 as a group of management labor law specialists, defending only employers in labor litigation and employment law matters (such as NLRB, ALRB, DFEH, EEOC, and OSHA agency suits; sex, race, age, physical disability and workers' compensation cases; collective bargaining agreement negotiations and arbitrations against unions; and strike injunctions and pension suits in state and federal courts). Since that time, the firm's practice has expanded to encompass representing industrial, agricultural and public entity employers and businesses in a range of business litigation and administrative agency litigation, as well as financial, real estate, corporate and transactional matters. The firm's philosophy is open and direct communication with its clients with a goal of providing its clients with quality legal work at a fair and reasonable cost.

REPRESENTATIVE (CURRENT OR FORMER) CLIENTS:

"General Counsel" Relationships:

Visalia Community Bank; Housing Authorities of the City and County of Fresno; Raisin Bargaining Association; Wileman Bros. & Elliott, Inc.; Kings River Packing Company; California Citrus Producers, Inc. (CCPI); Nisei Farmer's League; Terra Linda Coelho Farms; Yosemite Lakes Owners Association.

"Special Counsel" Relationships:

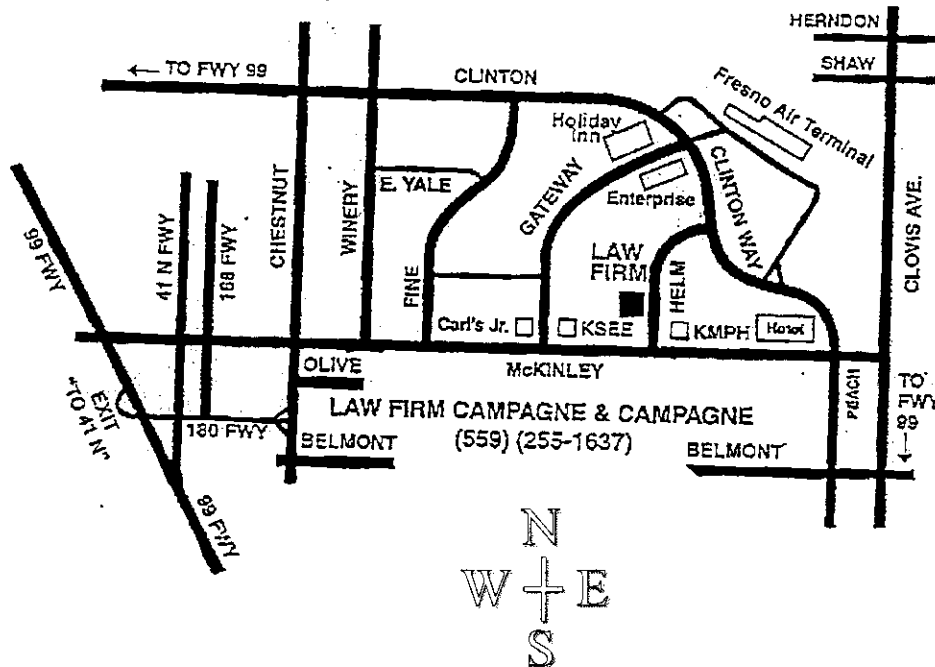
Vicom Land Development; Fruit Patch Processing and Sales; Elk Corp (RGM Products); LCIS Insurance; RETLAW Broadcasting-KJEO Channel 47; KIMA Channel 29; KEPR Channel 19; KIDK Channel 3 T.V.; Oberti Olive Enterprises of Madera; Hartford Insurance Company; Sunny Cove Packing House; Hanna & Hanna Engineering; Hazelton Kings River Packing; Valley Dental Centers; Campos Bros. Farms; Warmerdam Packing Co.; Harlan Ranches; Nat Feinn Fruit

Sales; Jon Basila Development; Pius Construction; Cutler Properties; River Ranch, LLC; Rangeland Conservation Trust; various Chambers of Commerce and YMCAs; Elliott Land & Cattle Co.

INDIVIDUAL PROFILE:

THOMAS E. CAMPAGNE. Position: Attorney-Member. Born: Fresno, California, December 21, 1950; admitted to bar, 1975, California; U.S. District Court for Arizona; U.S. District Court for Texas; U.S. Court of Appeals, Ninth Circuit; U.S. Supreme Court. Education: Santa Clara University (B.S., 1971); San Joaquin College of Law (J.D., 1975). Law Clerk to the Honorable M.D. Crocker, Presiding Federal Judge, U.S. District Court, Eastern District of California, 1975-1976. Associate attorney with Littler, Mendelson, Fastiff & Tichy in San Francisco, 1976-1978. Partner of Thomas E. Campagne, A Professional Corporation in Fresno, 1978-2004. Partner of Campagne & Campagne, A Professional Corporation in Fresno, 2005 through present. Member: Fresno and American Bar Associations (Member, Labor Law Section); State Bar of California; The Association of Trial Lawyers of America; Federal Court Bar Association.

MAP TO LAW FIRM:



The law firm's office complex is located conveniently directly across the street from the Fresno Yosemite International Airport which has daily convenient commercial flights to and from San Francisco, Los Angeles, Sacramento, San Jose, San Diego, Portland, Seattle, Denver and Salt Lake City.

The law firm is located within the hub of the Central California legal community, being only a 10 minute driving distance to the Fresno County Superior Court, the California Fifth District Court of Appeal, and the Federal District Court for the Eastern District of California (including Bankruptcy Division). It is only a 45 minute drive to the Kings County and the Tulare County Superior Courts, a 30 minute drive to the Madera County Superior Court, a 50 minute drive to the Merced County Superior Court and 1 ½ hour drive to Stanislaus County and the Kern County Superior Court and a 2 ½ hour drive to the Sacramento County Superior and Federal Courts.

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IX. B. Similar Contracts

This law firm has served as General Counsel to The Housing Authority of the City of Fresno and the Housing Authority of Fresno County since approximately 1983. During that time, we have represented the Housing Authorities in numerous labor relations matters, including grievance procedures, dealings with Union representatives, Workers' Compensation matters and retirement matters. Such representation has also included attendance at regular and special Board meetings and rendering opinions regarding Brown Act compliance.

The firm also served as General Counsel to North Central Fire Protection District from approximately 1985 to 1999. During that time, we represented North Central's Board in negotiations with the Firefighters' Union, as well as various other labor law matters, including Workers' Compensation and retirement applications before the Fresno County Retirement Board. This representation also included attendance at all regular and special Board meetings, including interpretation of the Brown Act as it relates to various aspects of such Board meetings.

The firm has served as General Counsel to the Nisei Farmers League and its members since 1980. The services provided include representing grower/employers in all labor relations matters covered by the League's insurance defense fund.

LF\Resume\CivilServiceSimilarContracts.022107

IX. E.
BRIEF DESCRIPTION OF
CURRENT OPERATIONS AND
ABILITY TO PROVIDE THE SERVICES

Since this law firm currently includes five attorneys, it would be fully capable of performing the legal services required of it during the term of the contract.

Mr. Campagne has specialized in labor and employment law for such clients as The Housing Authority of the City of Fresno, The Housing Authority of Fresno County, North Central Fire Protection District, Nisei Farmers League, Visalia Community Bank, etc. Over the last 25+ years, Mr. Campagne has probably tried over 400 Unfair Labor Practice trials, 30-40 wrongful termination trials and numerous EEOC/DFEH/DLSE and OSHA cases, as well as numerous Federal Court Management Labor Relations Act Sections 301, 302 and 303 (collective bargaining agreement, pension fund and secondary boycott) cases.

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X. VENDOR'S PROPOSED SCOPE OF WORK

A.1. Thomas E. Campagne has reviewed the packet "County of Fresno Request for Proposal" and therefore has a good understanding of the scope of work being requested by the Civil Service Board. Having appeared before the Civil Service Board during 31 years of practicing law in this community, and having represented for over 20 years as general counsel both The Housing Authority of the City of Fresno and also The Housing Authority of Fresno County, the Nisei Farmer's League, Visalia Community Bank, Terra Linda Farms (Coelho Family), and having represented the County of Fresno and City of Fresno in personnel hearings; Thomas E. Campagne believes that he has a good understanding of the scope of work provision as delineated at Pages 20 and 21 of the RFP Packet.

A.2. Thomas E. Campagne, Esq.'s experience in administrative hearings during the last 31 years (especially in light of his personal specialization in labor, employment and discrimination law) has been quite extensive. Mr. Campagne and this law firm have over 2,000 employment and labor law clients, and general counsel relationships with a number of public and private large companies. Mr. Campagne's personal specialty in labor, employment and discrimination law for 31 years has included Federal Court Evidence Rules, State Court evidence rules, Administrative Hearings and Arbitration evidence rules. During that time, Mr. Campagne has handled numerous federal and state disability hearings, Civil Rights Act hearings, Department of Fair Employment and Housing Hearings. As general counsel for the North Central Fire Department for almost 15 years, Mr. Campagne was involved in a number of Fresno County and Fresno City employee labor relations matters; and having been special counsel from time to time to the Human Resources Departments of the City of Fresno and the County of Fresno, Mr. Campagne has had numerous experiences with the County's relevant Charter/Ordinance provisions covering employment and labor law matters. Because of his public sector general clients, Mr. Campagne has had extensive experience with open meeting laws (The Ralph M. Brown Act), and with public sector bargaining laws [such as the Meyers-Milias-Brown Act, and the Public Employment Relations Board (PERB)]. Mr. Campagne has had numerous administrative hearings (in excess of 400) before the National Labor Relations Board, the Agricultural Labor Relations Board, various Civil Service Boards, City and County Housing Authority Employer/Employee Relations Committees, Collective Bargaining Agreement Grievance Hearings and Arbitration Hearings, Department of Fair Employment and Housing and EEOC Hearings, etc. Further, Mr. Campagne has probably been involved in more RC, RD and RM "election proceedings" before the NLRB, ALRB, Public Employment Relations Board and under the Meyer-Milias-Brown Act employer-employee relations resolutions than any other attorney in Fresno County. Further, Mr. Campagne's cases in UC (Unit Clarification) proceedings before the NLRB, the ALRB and various public sector employer/employee (civil service) Boards, have been numerous throughout the last 31 years. Further, as a result of being counsel to public entities and banks, Mr. Campagne has had a lot of experience with the federal and California privacy acts), the California Public Records Act and the Federal Freedom of Information Act.

XII. VENDOR'S COST PROPOSAL

This law firm would propose to perform the requested services as outlined in the Request for Proposal for the Fresno County Civil Service Commission, including attendance at regular monthly meetings and hearings as required (averaging one to two hearings per month), as well as performing other ongoing legal work, including attending Administrative Hearings, which may range from 300-600 hours per year.

Compensation for such services performed shall be compensated at the rate of One Hundred Seventy-Five Dollars (\$175.00) per hour for services rendered by Thomas E. Campagne, Esq.

In addition to the amounts stated above, this law firm would expect to be reimbursed for standard out-of-pocket costs incurred, including, but not limited to process service fees and Lexis research-computer database fees. Since the County Civil Service Board meets locally, there would be no travel time or mileage charges for attending the Board meetings.

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XII.A. PROPOSED FORM OF CONTRACT

Proposed form of contract follows; however, the language of the contract is subject to any reasonable changes requested by the Fresno County Civil Service Commission.

Terms of Engagement

Pursuant to the Board of Governors' (for the State Bar Association of California) recommendation that attorneys inform clients in writing about the basis for calculating fees, I am sending you this standard form engagement letter which confirms our mutual understanding and agreement. This law firm will be compensated at an hourly rate of \$175.00 for Tom Campagne for each hour performed. Also, our law firm will be reimbursed by you and/or paid in advance (at our firm's discretion) for any out-of-pocket client "costs" [such as any court filing fees, transcript costs, expert witness fees, process server fees, out of town hotel and airplane travel costs, database on-line and other computer charges for legal research services on Lexis/Nexis/Westlaw/Dialog databases, etc.]. Our bills are expected to be paid within 30 days.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Campagne & Campagne, A Professional Corporation

Business name, if different from above
The Law Firm of Campagne & Campagne, A Professional Corporation

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

☒ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
1685 N. Helm Avenue

City, state, and ZIP code
Fresno, CA 93727

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

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or

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ *Thomas E. Campagne* Date ▶ *2-21-07*
(president)

Purpose of Form

A person who is required to file IRS, must obtain your correct TIN to report, for example, interest transactions, mortgage interest abandonment of secured property contributions you made to an IF U.S. person. Use Form W-9 on (including a resident alien), to person requesting it (the requester).

- Certify that the TIN you are waiting for a number to be issued.
- Certify that you are not subject to backup withholding.
- Claim exemption from backup withholding as a U.S. exempt payee.

Note. If a requester gives you a request your TIN, you must use substantially similar to this Form.

For federal tax purposes you are:

- An individual who is a citizen of the United States, or
- A partnership, corporation, or other entity created or organized in the United States, or

This law firm is a professional corporation and therefore considered an IRS "EXEMPT Corporation."

Being exempt, this law firm is NOT subject to any backup withholding." Thus, all bills from this law firm must be paid in full without any withholdings.)

However, even though this professional corporation is exempt from "backup withholdings", starting 1/1/1998 the IRS requires you to deliver a Form 1099 to this law firm at the end of each year.

te) or trust. See 17(a) for additional

erson, do not use Form W-8 (see Nonresident Aliens

ident alien. individual may use the date U.S. tax on it tax treaties contain Exceptions specified exemption from tax to when after the recipient alien for tax purposes.

s relying on an se of a tax treaty to certain types of income, N-9 that specifies the

must be the same tion from tax as a

income. the tax treaty that options.

RFQ SUBMITTALS

(*CHECK LIST)

THE BIDDER SHALL PROVIDE THE FOLLOWING WITH THEIR QUOTATION:

- Yes 1. The completed and signed Page One of this RFQ.
- No 2. Complete, sign and submit page one of each and all Addendums to this RFQ which require signature (if any). Not applicable.
- Yes 3. The specified number of copies of the bidder's Quotation.
- Yes 4. The completed *Reference List* of this RFQ.
- No 5. A list of all bidder exceptions to County's requirements, conditions, and specifications as stated within this RFQ. Not applicable.
- Yes 6. All information listed under the "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.
- Yes 7. A completed W-9 form (download from IRS website: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>) Attached to Proposed Form of Contract
- Yes 8. The completed *RFQ SUBMITTALS* page.
- Yes 9. Submit your quotation prior to the specified date and time. Submit in a sealed envelope, box, etc. with the following information displayed on the outside:

County of Fresno RFQ No. <u>951-4385</u>
Closing Date: <u>February 26, 2007</u>
Closing Time: <u>2:00 P.M.</u>
Commodity or Service: <u>ATTORNEY SERVICES FOR COUNTY CIVIL SERVICE COMMISSION</u>

- *a. Submit this page as a part of your Quotation.
- b. Submit all items listed on this page.
- c. State Yes on the line to the left of each item to confirm that the requested information has been included, state No if it is not provided and explain why.
- d. The County does not guarantee that all items to be submitted with vendor's bid are listed above. The absence of items from the list does not exempt the bidder from providing them. The bidder must read the RFQ thoroughly to determine all items that are to be submitted with his/her quotation.