COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE.
VENTURA, CA 93009-1080

# 5670

REQUEST FOR PROPOSAL

FOR
MEDICAL SURGICAL SUPPLIES

Issued: October 11, 2013
Due: November 07, 2013
SECTION 1.0
GENERAL INFORMATION AND BACKGROUND

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror’s responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide Medical Surgical Supplies for the Ventura County Medical Center, Santa Paula Medical Center and various designated Clinic locations in Ventura County. Proposals shall be due no later than 3:00 p.m. on Thursday, November 07, 2013 for the furnishing of Medical Surgical Supplies in accordance with the attached Terms, and Conditions, and Instructions to Offerors which by this reference are made a part hereof.

Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents. This Request for Proposal (RFP) is to establish a Low Unit of Measure (LUM), Just-in-Time (J.I.T.), and on a limited basis, bulk purchasing program that will be functional and economically sound. Whenever deemed appropriate, Ventura County Health Care Agency utilizes the Amerinet Group Purchasing Organization (GPO).

The principal scope of this project is for the successful Offeror(s) to process all orders and distribute medical surgical supplies and/or custom surgical packs to all listed sites in a timely manner utilizing the successful Offeror(s) delivery service while showing a fiscal benefit to the County. For medical surgical distribution and related services VCMC is looking for a sophisticated program that will enable VCMC to track credits, rebates and charges to the various sites as well as a detailed reporting system that will help the Ventura County Medical Center to reduce its inventory carrying cost while at the same time maintaining effective inventory levels to ensure quality patient care. Another expected outcome of a detailed reporting system is to ensure compliance with Federal, State, and local regulatory requirements.

The County may award contract of medical surgical supplies distribution and custom surgical packs to one source or award contract of medical surgical supplies distribution to one source and contract of custom surgical packs to another one source.
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1.2 Background

The Ventura County Medical Center (VCMC) currently utilizes Bulk (non-JIT) and /or JIT programs for distribution of medical surgical supplies. Under a Bulk (non-JIT) inventory management program, The Offeror acting as VCMC warehouse, makes frequent bulk deliveries to support VCMC internal supply needs. Deliveries are made to VCMC Central Supply location and VCMC retains the central supply task of breaking down cases into needed units for delivery to the individual user locations. In a JIT program the Offeror not only serves as VCMC warehouse but also is responsible for the “pick and pack” operations of central supply. The Offeror is required to deliver needed units to the individual user locations in VCMC. The Offeror becomes, in effect, an extension of VCMC material management department, while VCMC retains a small in-house inventory for daily distribution.

VCMC currently places EDI, on-line, faxed and phoned purchase orders for bulk (non-JIT) and JIT supplies. VCMC Central Supply places orders 7 days a week and requests deliveries up to 7 days per week, 365 days per year. Orders placed by Central Supply should be delivered by 5:00 AM the next business day. VCMC has approximately 43 additional delivery locations as identified in Exhibit 1.

Orders will be transmitted via phone, fax, and/or on your internet site. Orders are transmitted by EDI via PeopleSoft. Any cost to set up the EDI process will be at the cost of the selected vendor and at no cost to the County. EDI set up will include all 800 series reporting schemes. EDI ordering will be accomplished no later than 30 days from beginning of contract.

Currently VCMC and VCSPH uses medical surgical supplies from manufacturers in a Bulk (non-JIT) and /or JIT program. The list of manufacturers whose product are included in the (Non-JIT) and /or JIT program is in Attachment B.

Clinic locations do not have loading docks and receiving personnel and may require departmental and/or desktop delivery to the user department.

Pharmaceutical and Food Service are not part of this RFP.

The County spends an estimated amount:

July 01, 2010 through June 30, 2011........$8,125,577.00
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July 01, 2011 through June 30, 2012........$8,639,193.00
July 01, 2012 through June 30, 2013........$9,314,974.00

The figures provided herein are based on the historical data available from VCMC, SPMC and Clinics at this time. The above estimated amount include surgical and custom packs. The County makes no guarantee as to the actual amount of sales to be expected.

1.3 Requirements

The supplier must have the ability to manage supplies so as to deliver 365 days per year at a 98% or greater fill rate to the requesting site with 24 hours order placement.

The supplier must have access to varied manufacturers, the ability to store and warehouse materials from these manufacturers for VCMC and VCSPC uses, and the ability to deliver in emergencies within 4 hours.

The supplier is expected to identify and generate ongoing cost savings as part of the agreement. Usage reports, fill rate reports, supplier performance review, and other metrics to be defined are expected to be provided on a monthly basis.

The supplier will work proactively with Central supply and the hospital staff to improve efficiency, hospital customer service and patient quality of care.

Custom surgical packs contain disposable items standard for a particular type of surgery. The County orders custom surgical packs under the JIT program. The County places orders 7 days a week and requests deliveries up to 7 days per week, 365 days per year. JIT orders placed by VCMC should be delivered by the next day.

All PHS Custom and surgical Packs are the County standard and will remain same approved product line. If you’re the awarded Company will be required to distribute PHS custom and surgical packs Awarded Contractor.
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1.4 Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award. Schedule is subject to change:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Issue Request for Proposal (RFP)</td>
<td>October 11, 2013</td>
</tr>
<tr>
<td>Last Day for Questions</td>
<td>October 31, 2013</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>November 07, 2013</td>
</tr>
<tr>
<td>Evaluation-award</td>
<td>TBD</td>
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<tr>
<td>Start Work</td>
<td>TBD</td>
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1.5 Questions Regarding RFP

All questions concerning this Proposal shall be directed to Ernie Griego, Principal Buyer, at 805-654-3798 or email to ernie.griego@ventura.org.
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INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

2.1 Submittal Deadline

Completed proposals should be sealed and clearly marked: Request for Proposal #5670, for a Medical Surgical Supplies, and must be delivered no later than 3:00 pm (PST), Thursday, November 07, 2013.

County of Ventura
General Service Agency/Procurement Services
Hall of Administration/Lower Plaza
800 S. Victoria Avenue
Ventura, Ca 93009-1080

Please submit one original, marked as “MASTER” and four (4) identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

2.2 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating “No Proposal”.

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Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror’s authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the offeror’s authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all Proposals.

2.4 Opening of Proposals

Proposals will not be opened publicly but a list of the names of Offerors submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.
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2.6 Proposal Validity

Proposals submitted hereunder shall be firm for 90 calendar days from the due date unless otherwise qualified.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror’s ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed, all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and 4 (Four) copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post consumer paper and be duplexed when possible. Provide one electronic copy of your RFP proposal in PDF format and electronic copy of cost in an excel format.
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a. **Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number, fax number(s), fax number(s) and email address(es).

b. **Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Offeror’s point of contact for a contract resulting from this RFP.
7. Company background/history establishing that Offeror’s is qualified to provide the services described in this RFP.
8. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
9. Proposer’s Dun and Bradstreet number.
10. Proposer’s bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the Offeror or in which the Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal. The County reserves
the right to reject any proposal based upon the Offeror’s prior history with the County or with any other party, which conduct reveals, without limitation, Offeror's prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures.

c. **Personnel Qualifications**

1. Identify key personnel and their position within the organization.

   Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

2. If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

d. **Financial Statement**

Offerors must provide a current financial statement and latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. **References**

Offerors should provide a minimum of three (3) references of California hospitals within the last three years where you were contracted for BOTH low unit of measure and bulk purchases. In addition include all local government (Southern California) references. Information provided shall include:

1. Hospital name and city
2. Point of Contact at Hospital including phone number
3. Length of your engagement
4. Staff assigned to reference engagement that will be designated for work per this RFP;
5. Client project manager name and telephone number.

f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. **Requirements**

Offeror's response shall state on a point-by-point basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

h. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract.

Offerors shall review the County's standard contract in Section 4, which shall form the basis for any contract entered into hereunder.

Contractor's response shall state on a point-by-point basis whether proposal is in compliance with the terms and conditions in Section 4 of this RFP.

Address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by the County may reduce or eliminate an Offeror.
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INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

i. **Compensation**

Proposal pricing shall include everything necessary for completion and fulfillment of the contract. Your proposal is strictly for **Distribution** of Medical and Surgical supplies ONLY. All Custom Packs will remain PHS manufacturer.

Complete Spreadsheet (Exhibit A) with pricing information. Base price and the BULK markup and the total “invoice price.” Invoice price is defined as the price that the Health Care Agency will be invoiced.

You must quote exact items in spreadsheet attached (Attachment B) ONLY. No substitute may be submitted.

Specify your markup(s) based on 7-day delivery via your truck to both VCMC, VCMC IPU, Santa Paula Hospital, and Clinics (See Ship To Locations Exhibit for your reference).

- All LUM deliveries must be in totes and tag at no additional cost.
- **Markups** – Your markup(s) will be firm for the ENTIRE duration of the contract including any extensions.
- Specify your markup for bulk purchases
- Specify your markup for Custom Packs
- Specify your markup for Low Unit of Measure Program

**Group Purchasing Organizations**: Ventura County Medical Center is a member of Amerinet. While the Medical Center participates in GPO contracts, Pricing should be “best value” for each specific purchase, and vendors should not limit proposals to GPO contracts/discounts. GPO vendors should propose their most competitive price.

No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

j. **Payment Terms**
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Customary terms are Net 30 for work performed. Offerors shall indicate their proposed payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

County will not pay any finance/late charges should a late payment occur.

2.8 Costs Incurred in Responding

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

2.9 Addenda

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

2.10 Nomenclatures

The terms “Successful Proposer, Successful Contractor, and Contractor” may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (Agency) enters into a contract because of this solicitation.
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The terms “Proposal/Solicitation/RFP” refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by a offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation.

- Any representation by an offeror in a proposal, supporting document,
or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

### 2.13 Proposal Validation/Evaluation/Award

#### a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

#### b. Evaluation

The successful offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. **Proven Performance**
   
   The offeror’s background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm’s record of successful service and support to California Hospitals of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

   Client references will be contacted and their responses will become a part of the award/review process.

2. **Requirement/Specifications**
   
   The ability to meet the requirements/specifications outlined herein.

3. **Cost**
   
   Your proposal will be evaluated on the basis of, but not limited to, the offeror’s reasonableness of cost.

#### c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The
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criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The evaluation Committee may also contact and evaluate the Offeror’s and subcontractor’s references; contact any Offeror to clarify any response; contact any current users of an Offeror’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written agreement with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If
contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed $100,000.

2.14 Presentations

Offerors may be invited to make oral presentations to County personnel.

2.15 Site Visits

The County reserves the right to schedule site visits to offeror’s facilities or a current operational site in order to assess the capability and ability of the offeror to fulfill the contract.

2.16 Additional information

If during the evaluation process, the County is unable to determine an offeror’s ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror’s ability. The offeror will be notified and permitted five working days to comply with any such request.

2.17 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County’s waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.
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2.18 Rejection of Proposals

County reserves the right to reject the proposal of any offeror who:

- Previously failed to perform adequately for County or any other governmental agency within the previous twelve (12) months.
- Submits false, incomplete, or unresponsive statements in a proposal;
- Is in default on the payment of taxes, licenses or other monies due County;
- Containing errors or discrepancies.

2.19 Cancellation of RFP

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror’s authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.

b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows or should have known the facts giving rise to the protest. All protests must include the following information:

1) The name, address, and telephone number of the protestor;

2) The signature of the protestor, or protestor’s authorized representative;
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3) The solicitation or contract number; and

4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.
SECTION 3.0
REQUIREMENTS/SCOPE OF WORK

The requirements described herein are considered reasonable to meet the County’s needs. Offeror having alternate proposals to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

3.1 **Scope of Work**

Offeror shall develop a program to supply current and planned additional departments at Ventura County Medical Center. Offeror shall utilize a JIT or Bulk (Non-JIT) inventory system and stockpile normal supplies that are ordered at least once per month or with an annualized purchase volume of more than $5000.00

Offeror shall have the abilities to make manufacturer drop shipments and regular tote/cart and/or pallet bulk deliveries. Loaded pallets must be shrink wrapped and stand no taller than 5 feet high. Box/case labels must be facing out on pallet.

Offeror shall have the abilities to provide all medical surgical supplies VCMC used in the past twelve months as listed in Attachment B without substitution.

Offeror’s Bulk (non-JIT) and JIT pick and pack system must deliver products that are ready to put away at VCMC internal customer locations. Any pallets, shipping containers and shipping material (including corrugated materials) used for delivery must be removed, picked up, and/or recycled back to distributors’ site on day of delivery.

A system must be available for non stocked products required by VCMC internal customers. The products will be picked and prepared at Offeror’s facility for direct internal delivery to VCMC internal customers.

Offeror shall have the abilities to service VCMC internal customers who have Bulk (Non JIT) and/or JIT systems operating together and delivery may be concurrent or separate based upon the customer’s needs.

Offeror shall have extensive experience in servicing all point-of-patient-care needs that are specific to VCMC goals and objectives, including those areas where patient care is actually taking place. Offeror shall have the knowledge, credentials and staff to deliver to all areas as defined in RFP.

Offeror will work in conjunction with VCMC to determine the most efficient delivery process as well as stocking locations for small volume. Any order shortage will be reported within one day of delivery. Offeror will
work with VCMC to established defined process for error/ discrepancy reporting.

Offeror shall expedite product and/or contract conversions from various current and future Group Purchasing Organization contracted medical surgical supplies. Offeror shall develop a format and strategy for reviewing the implementation progress and benchmarking for these product conversions.

**Indicate your acceptance or modification.**

Describe the process for conversion from our current primary distributor to Offeror (if Applicable). Include a timeline and expected time commitment and specific action required from County Staff. Indicate implementation time.

Explain in detail your company’s effort toward maximizing “total operational efficiency seeking to reduce costs and enhance services, while maintaining or enhancing the level of patient care through mutually “collaborative effort””. Implement quality improvement program and have a formal process in place to track its effectiveness.

Offeror shall also describe the process for:

- Obtaining products for medical/surgical supplies without backorders or shortages.
- Accessing extensive number of suppliers Offeror currently represent.
- Suggesting or facilitating purchases from alternative suppliers.
- And/or penalties to be incurred if monthly product availability is below 98%.
- Propose a process for which to monitor, track and show an increase in product distribution efficiency.
- Develop and utilize a Monthly Scorecard measurement system which report and trend performance critical program metrics to be used on first day of operation.

### 3.2 TERM

The term of the contract will be for three (3) years, with, by mutual consent, the ability to extend the contract for two (2) additional one year periods.

In the event of any extension of this contract beyond the initial one year period, the County reserves the right to either accept or reject any price adjustments submitted in writing ninety days prior to the end of the current contract period as part of the County’s consideration for the contract extension.
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REQUIREMENTS/SCOPE OF WORK

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefore.

Indicate your acceptance or modification

3.3 Supply Distribution

The Successful bidder will provide a Just in Time (JIT) delivery program for the County of Ventura. The service will allow departments of the County to order supplies directly from the vendor for the purchase of day to day supplies of miscellaneous, consumable medical and surgical products or incidental and minor medical equipment supplies.

The successful bidder will provide a Low Unit of Measure program by supplying products in units of measure (IE. “eachs””) As indicated in Section 2.0 paragraph 4 you must indicate any additional mark up for a Low unit of Measure Program.

As this is a 7-day operation, purchase orders must be accepted 7 days a week with delivery the next day either by your truck or via UPS/FedEx. There will be no cost for freight charges regardless of shipping methodology.

The Vendor shall supply and deliver items to County departments as requested. Deliveries will be made the next immediate day after receipt of orders on a Sunday through Saturday basis (7 days a week) via your truck to both VCMC, VCMC IPU and Santa Paula Hospital (See attached Ship To Listing). Ship To Listing is for your reference only. Additional addresses may be added at no additional cost to the hospital.

- Deliveries via your truck shall occur by 5:00 AM every morning.
- Two day a week deliveries (Monday and Thursday) to VCMC on site Clinic Building with desktop delivery to each of the five floors will need to be continued.
- Deliveries shall be palletized by internal delivery locations with location tags (license plates); and shrink wrapped accordingly
- Deliveries of LUM will be in totes with location tags provided at no additional costs.
- Deliveries to HCA Clinics or non-HCA entities are typically on
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weekdays; and shall be delivered via your truck or UPS/FedEx (See attached Ship To Listing).

All deliveries are at NO CHARGE to the County regardless of delivery location or delivery method.

Quantities indicated are our best estimate of the total quantities required for this period, but actual quantities required may be more or less than those indicated. Unit prices quoted are to be per a GPO contract or local contract and to remain firm for the initial twelve (12) month contract period.

Usage of contract materials will be interspersed and periodic during the contract term and as such will not be subject to shipment of the total estimated requirements at any one time.

No substitutions will be permitted except with approval of designated Ventura County Medical Center personnel.

As a part of the award, vendor’s management agrees to meet monthly with Ventura County Medical Center Materials Manager to resolve differences and to ensure success of the program.

Indicate your acceptance or your exception

Explain in detail your Company’s capability to deliver next business day after receipt of orders on a Monday through Friday basis and/or 24 hour/7 day a week schedule. Include how the delivery schedule would be implemented.

Explain in detail the delivery process from order entry by the hospital to delivery, receipt and invoice payment. Please pay particular attention to changes that will impact or benefit the current procurement process.

Explain in detail your company’s special handling techniques for Refrigerated products, Hazardous Material products, lot numbers, serial numbers and expiration dates.

3.4 Inventory (stocked and supplied)

The contractor must be willing to stock any and all medical and surgical supplies if requested by the County. There will be no additional cost stocking of requested product. There will be no minimum order requirement to products being requested to be stocked. The County shall not be liable for any remaining vendor stock at the end of the contract period. Upon delivery
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all products must have a minimum six month shelf life and be in excellent condition.

If at any time the vendor is out of stock for any item ordered, the vendor shall, through the means of electronic communication (i.e., e-mail, EDI, Facsimile, internet, etc.), advise the designated department within one hour of receipt of transmission that a possible substitute product is available. These items must tracked and trended and may be subject of if occurrence is frequent.

The Vendor may not at any time substitute or interchange a different brand or generic product or package size, other than the specific product ordered without the written permission from the authorized representative of the ordering department.

Indicate your acceptance or your exception.

Provide an alphabetical list of the manufacturer product lines your company stocks at your local distribution facility.

Provide a separate alphabetical list of all manufacturer product lines your company can provide. From this list, please indicate if your company can provide this manufacturer's complete product line.

Specify any other information regarding your inventory/operations that enhances your ability to deliver.

Describe your Company’s stock rotation policies.

Indicate if local Distribution Center is manned 24 hours per day, seven days per week to handle emergency orders.

Due to the importance of our LUM and JIT program, it is essential that all requested products be stocked at your most local Distribution Center so that next day delivery is possible.

Does/will your company offer a reserve inventory of items specifically for VCMC? If yes, please explain. Describe your company’s velocity requirements.

How many times a month/years does a product need to be ordered by VCMC to make it an item stocked in your local distribution center.

Indicate the location of your Distribution Center that will service the
SECTION 3.0
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County. Provide mileage and geographical map.

Provide the distance in mileage and time from the distribution center to the hospital for each delivery location. See Exhibit XXX.

3.5 Incentives

The County shall benefit from any and all manufacturer’s free goods and/or quantity discounts associated with purchases. All quantity discounts will be reflected in the invoiced cost of goods to each location. In addition, Vendor will make reasonable efforts to provide a report detailing volume discounts and free goods associated with purchases during the previous quarter. Offerors are encouraged to propose any optional value added services they believe would help the using agency to effectively implement, operate or use the proposed system.

Value added service information should be provided and must be directly relevant to the County. Provide your list value added service item in attachment A.

Describe in detail how your Company will process and report allowances, discounts, rebates and free goods.

3.6 Equipment

The Offeror will provide the Health Care Agency with the appropriate computer hardware and software to facilitate the ordering and receiving process. The Vendor will be obligated to provide any and all computer software programming support to facilitate information transfer. There will be no additional cost for any computer software or hardware or support as this equipment will benefit the Vendor as much as the Health Care Agency.

Describe your Company’s process for conversion from our current primary Distributor to Offeror (if Applicable), including a timeline and expected time commitment from County Staff.

Identify Staff, Offeror will dedicate to the implementation process and indicate what specific actions will be required of key County Staff.

Indicate implementation times for software and hardware setup,
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establishment of interface with the County’s database system, and staff testing and training time requirements.

Describe in detail your Company plans to provide hardware, software and support.

3.7 Reports and Services
A detailed usage report shall be provided monthly. This report shall provide usage information for the most recent month. Distribution shall be made by e-mail to the Materials Manager.

At the minimum, the following seven (7) reports shall be required from the Vendor to the Materials Manager and any other staff assigned:

a. Daily backorder report listing; supply availability (ie backorders, replacements).

b. Daily Order confirmations for each order.

c. Daily on-line invoices per order per day

d. Monthly usage report listing: mfg code, VCMC code, price, uom, quantity purchased for each “ship to” location.

e. Monthly invoice report listing: invoice number, purchase order number, mfg code, VCMC code, price, uom, quantity purchased, cost of each product on invoice; freight cost, tax cost, any additional cost for each “ship to” location.

f. Upon request a Contract and NonContract Report of every product purchased by VCMC listing price of product, uom, contract, start date of contract, end date of contract, annual usage of each item.

g. Annual spend by manufacturer

A sample of each report must be submitted with your proposal.

Explain in detail your company’s reporting capabilities.

Provide examples of your company’s reports,

Describe in detail any hardware/software that would be provided to Ventura County Medical Center for generating reports.

3.8 On Line, Real Time Order Entry System - Guarantee
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Vendor guarantees that for every day that Vendor’s on-line, real time order entry system is not operational, a company representative will be assigned full time to the Health Care Agency to process orders and address customer related issues.

Indicate acceptance or modification.

Provide a detailed description of your own information systems structure for all those operational and financial functions that impact upon distribution relationship with the hospital.

3.9 Account

Offeror Sales support team must contact the medical/surgical supply contract administrator or designee prior to visiting departments regarding new service. The contract administrator or designee will direct the Offeror’s representative to the appropriate end-user department.

Offeror will provide, at no charge, in service training related to the new distribution service that may be implemented under the distribution agreement to designated VCMC personnel. The Offeror’s Sales Support team shall facilitate a detailed understanding of all such Account and distribution process.

Each individual unit location will be on a separate cost center number if requested.

Indicate acceptance or modification.

3.10 Initial Inventory, Fill Rate

The Health Care Agency will provide initial inventory information to Contractor. Distribution success is mandatory from day one of the contract; therefore, the Contractor will guarantee at least 98% DAILY fill rate after the last day of the current agreement for the first 6 months. Failure to meet the guaranteed DAILY fill rate will result in a penalty of $5000/day until rate is met. A Daily Fill Rate Report must be emailed to the Materials Manager daily.

Exhibit A constitutes a majority of the required inventory to be available in the Contractor’s initial inventory. Contractor must exhibit in this proposal that 100% of Exhibit A is or will be available in inventory for shipping.
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After the first six months, a minimum of 98% monthly fill rate is required. Fill rate is defined as the amount of order lines shipped on the initial shipment versus the amount of lines ordered. Acceptable substitutes shall not be counted as contract line items.

Vendor shall compute the total number of contract line items ordered for the month. Vendor will deduct from this total those line items which are manufacturers’ backorder, manufacturers of Vendor discontinued, or not stocked by Vendor as requested by the County.

The County shall not consider an item short if it meets one or more of the following:

a. Item ordered by facility where usage data has not been provided.

b. Monthly item purchases that exceed its usage as shown on prior usage report.

Contractor shall, upon request, provide the manufacturer supplied documentation indicating such manufacturer’s inability to ship items. All partial or total non fill order items will be obtained by filling orders through vendors other divisions if vendor receipt is not immediately expected.

IF THE FILL RATE IS LESS THAN 98% AS GUARANTEED BY VENDOR FOR ANY TWO CONSECUTIVE MONTHS, the County has the option to immediately cancel the agreement with Vendor and Vendor will be responsible for all outstanding inventory including but not limited to all inventory which may be held in reserve or in process for VCMC.

Indicate your acceptance or your exception(s)

Explain in detail if any credits are offered if the fill rate is not met. If credits are provide by your company explain in detail how your fill rate credit program works.

Describe your company’s reporting tool and how reports are produced and provide examples.

Describe any ability Offeror’s reporting system allows County staff to generate custom reports.

3.11 Package / Container
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All orders shall be individually packaged in containers with the appropriate purchase order number, Health Care Agency location, and cost center number listed on the outside of the container, or containers, for easy identification.

Describe in detail how your Company plans to label product for shipment as it pertains to low unit measure and/or bulk order program.

Describe your Company’s procedure for labeling, packaging and delivery of individual orders.

Indicate time it will take to introduce new items into the supply system.

Describe how to facilitate inventory and audit of contents of totes delivered to each facility, particularly in a J.I.T stockless environment.

3.12 Prices

The County will establish base prices with manufacturers if it so desires. These manufacturers' prices may be determined through agreements established by the County and/or any other designated purchasing groups with which the County may participate, as well as contracts that may be negotiated by the County.

There shall be no minimum order or minimum order charge, unless the negotiated group contract so specifies.

The Vendor’s quoted and accepted price shall be the maximum for the contract period.

The Ventura County Health Care Agency shall be given the benefit of any lower prices or fees offered to any other hospital, university, governmental agency, or similar facility where both the economic and service terms offered are substantially similar and both the similar facility and the Health Care Agency to whom Vendors obligation might apply are serviced from the same Primary Ordering locations.

Indicate acceptance or modification.

Describe your company’s approach to assisting the County with cost containment in its medical/surgical supplies and/or custom surgical
packs operations.

### 3.13 Discount

A detailed product list of items supplied and inventoried in your company’s distribution warehouse shall be provided. This detailed product list shall include your published mfg list price, discount and cost.

Provide in detail a pricing and/or discount matrix that would benefit the County.

### 3.14 Out of Stock

The County may acquire an item from another source if the Vendor is out of stock and unable to supply any item for which the County has provided the Vendor with annual usage estimates.

If the Vendor is unable to supply the contract item ordered or an acceptable equivalent due to Vendor’s fault, vendor will reimburse the Health Care Agency the difference between the contract cost and the acquisition cost, provided usage information was given.

Indicate what monetary or other consideration you company will offer for any item on contract price list that is backordered to the County.

Identify mechanisms for problem resolution, to include tracking backorders, out of stock, lost charges, etc.

### 3.15 Usage

Offeror will monitor and report monthly on any products which are “no movement” products “excess in quantity” products based on usage provided as well as products which have significantly reduced demand or have been discontinued.

Offeror will define or describe calculation or policy that designate “no move” and “Excess in Quantity” items and propose a method to deal with that issue.

### 3.16 Returned Goods / Restocking
Both the Health Care Agency and the Vendor recognize that occasional errors will occur in order placement, delivery, stocking, etc., by both parties. For this reason restocking charges are not authorized. It is a requirement of this contract that upon return by the Health Care Agency within one year after shelf life expiration, full credit be extended to the Health Care Agency. Items shall be credited at the County’s cost, and a corresponding credit for Vendor charges shall be issued on a separate invoice. Any return freight charges will be paid by the Vendor.

Vendor shall be responsible for accepting returns for credit under, but not limited to, the following circumstances:

a. Items ordered or shipped in error.

b. Items no longer needed by the Health Care Agency due to change in usage patterns.

c. Outdated or otherwise unusable items.

Indicate acceptance or modification.

Describe your product return policy for the County under the Just-In-Time and/or Stockless program.

Describe proposed procedure for return of goods and provision for credit.

Describe proposed procedure for product recalls.

3.17 Certification of Products

Vendor certifies that the products that will be sold to the Health Care Agency by the responder are and will be genuine. Products will be provided to Health Care Agency in the manufacturer’s original packaging unless otherwise requested by the Medical Center, and have been manufactured and sold or distributed to the wholesaler from legal and reputable channels, which are understood to be the manufacturer or authorized representative of the manufacturer, and that Vendor in good faith believes and warrants that the products are not and will not be altered or misbranded within the meaning of the federal and state laws applicable to such products.

Indicate your acceptance or modification.
3.18 **Federal Auditing Requirements**

Orders will be subject to the examination and audit by the Health Care Agency for a period of three years after final payment under any invoice. The examination and audit shall be confined to those matters connected with the performance of the contract, until the expiration of four years after the furnishing of the services provided under this contract. Seller will make available to the secretary, U.S. Department of Health and Human Services, the U.S. Controller General and their representative, this contract and all books, documents and records necessary to certify the nature and extent of the costs of those services. If seller carries out the duties of the contract through a subcontract worth $10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Controller General, and their representatives to the related organization’s books and records.

**Indicate your acceptance or exception(s).**

3.19 **Customer Service**

1. Explain in detail the customer service arrangement at your facility for providing information to County departments.

2. Explain in detail your ability to provide support to the Health Care Agency on a twenty-four hour, seven day a week basis.

3.20 **Sales Representation and On-site Services**

Management Personnel from the Distributor will be closely involved in hospital operation in a modified JIT/LUM environment. Describe the extent to which such individuals can be expected to participate, both at start-up and on an on-going basis. Provide positions, current incumbents, and a description of current responsibilities.

Offeror must have on-site Senior Sales representation 5 days a week for at least four hours a day to perform the following, but not limited to:

1. Receive requisitions; co-ordinate the ordering of offsite departments; may place orders on-line from this site; handle problems in regards to returns or credits.

2. Assist in correcting order discrepancies and shortages or overages.
3. Assist in identifying Cost Saving initiatives.
4. Be available for any necessary meeting.

Value Added service provided by Sales Support team shall explain the following:

Identifying and achieving on-going cost reductions for the County.
Consulting with VCMC and end-users on specific products and their application/proper utilization.

Evaluation products being utilized within VCMC and recommending standardization opportunities that provide cost reductions to VCMC.

Following up with VCMC departments request for information on products and pricing.

Meeting with Accounts Payable as need to assist with issues regarding invoices.

Presenting process and technological improvements to streamlining supply chain cycle times.

Please explain in detail how your company’s process for correcting order discrepancies and shortages or overages. Provide examples if appropriate.

Describe your company’s process for which the Offeror will act on the County’s behalf to recover any over charges, rebates or shortages? (examples are Incorrect rebates tiers, excess freight charges for charges for drop shipments, contracting or ordering entry errors by manufacturers, or refunds and returns.)

Describe Offeror’s process for issuing credit memo’s. Include triggers, documentation, timing and restrictions.

3.21 Billing Capability and Automation
1. Describe your company’s billing process.
2. Describe your commitment to response to information systems problems particularly with respect to systems interfaces.

Describe offeror’s process for price and item updates.

Describe Offeror’s system for data backups. The County expects the Offeror’s system to be available to receive orders at least 23.5 hours per day.
3.22 **Prohibited items**

Describe in detail your company’s procedure of ensuring that a specified item or group of items will not be purchased when so requested by the County.

3.23 **Printed Material**

Submit sample order forms and catalogs that would be provided under a Modified Just-In-Time/Stockless program and indicate your method of distribution to the user departments.

*Explain in detail and provide examples in your proposal.*

3.24 **Quality Control**

Discuss quality control and quality improvement methodology with respect to both service and products.

Document guarantees and methods of compliance with all federal, state and local rules and regulations, including the Joint Commission on Accreditation of Healthcare Organizations requirements for delivery of medical surgical items.

*Explain in detail your Quality Control Methodology.*

3.25 **Performance Standards**

Describe recommended performance standards and measurement methods including sources of data. An explanation of the methodologies for calculating performance such as emergency response time, fill rates, product recall response, etc, for each measure indicate the systems that would be utilized to insure guaranteed performance levels and any compensatory programs offered to ensure performance.

*These performance standards and their consequences should be clearly stated in writing and separately documented.*

3.26 **Business Continuity**

1. Provide full plans for support of the hospital in both an internal and external disaster environment or mass casualty situation including disablement of the vendor’s distribution facility, inaccessibility of normal traffic routes or disruption of communication or information systems. It is required that you shall be able to provide “disaster” supplies (product list to be provided after the award) to the county
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along with delivery to the hospital via truck or air.

2. Information systems disaster planning. Provide your company's plan for data systems and communications recovery and continuity of operations in the event of a disaster in your data system's operation. Be sure to include the servicing branch for each facility as well as alternate locations.

3.27 Environmental Purchasing Policy

a. It is the policy of the County of Ventura to purchase and use recycled products and environmentally preferable products whenever possible. The County of Ventura will favorably consider the selection of recycled-content and renewable materials, products and supplies over their non-recycled-content and non-renewable alternatives in cases where availability, fitness, health, operational efficiency, quality, safety, and price of the recycled product is otherwise equal to, or better than, the non-recycled-content and/or non-renewable alternative.

Recycled commodities means items that meet Environmental Protection Agency's (EPA) Comprehensive Procurement Guidelines (CPG). These can be located at [http://www.epa.gov.cpg.product.htm](http://www.epa.gov.cpg.product.htm).

"Recycled Material" means material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Post-Consumer Recycled Material" means material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Environmentally preferable products" means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production,
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manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

The supplier shall report the total dollar and unit volume of recycled and non-recycled products supplied to each County department during the fiscal year.

This report shall be submitted each year, for the fiscal year ending June 30th, no later than September 30th.


Where applicable, goods provided under this contract meet either EPEAT silver/gold certifications as defined by the EPEAT website, go to the following link for a list of products certified as silver/gold http://www.epeat.net/.

c. Source Reduction is an important part of any sustainable green procurement program. Source reduction includes: the reduction of packaging, using recycled content in/for packaging, and/or use packaging that is recyclable.

Describe the procedure your firm would use or implement to fulfill the requirements/goals in this section. For item c., at minimum, provide information regarding your firm’s green procurement initiatives relative to the County’s sustainability efforts. Identify what your company, and/or your suppliers, are doing to reduce waste, increasing recycling efforts and protect the environment.

3.28 Permits

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Indicate your acceptance or exception.

3.29 Insurance Requirements

Successful Offeror shall acquire and maintain at his/her own expense all
insurance described in RFP Section 4, Item 11.

Indicate you acceptance or exception.

3.30 **Non-Collusion**

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Non-Collusion Affidavit – ATTACHMENT “A”

3.31 **Adherence with Federal, State, and County Policies, Resolutions and Laws:**

Contractor shall provide a statement of compliance with all applicable Federal, State, and County policies/resolutions and laws.

Indicate your compliance or modification.

3.32 **State Fraud and Abuse Laws**

Contractor agrees to cooperate with the County (Specifically the Ventura County Medical Center-VCMC) as may be required for County to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, by any agreement between County and any applicable federal, state or local agency, the standards of the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), any other agency that accredits VCMC, and all public and private third party payers, including without limitation, Medicare and Medi-Cal. Contractor will receive VCMC’s Code of Conduct, agrees to abide and to require its employees and agents to abide by the Code of Conduct and will execute a certification to that effect. Contractor shall cooperate with all compliance-related activities of VCMC which includes, without limitations, sending one or more representatives to the appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Agreement.

Contractor shall represent and warrant that Contractor and all of its owners, officers, directors and managing employees are not, and during the term of the Agreement shall not by: (a) suspended or excluded from participation in any federal or state health care program (including, without limitation,
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Medicare, Medi-Cal, or Champus/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of defense and the Department of Veterans Affairs. Contractor shall notify the County immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provisions of this Agreement, the County shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranty

Indicate your compliance or modification.
SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT

This contract entered into this ________ day of _____________, 2014, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and ______________________________, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance Code 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing_____________________ services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

   In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. PAYMENTS

   In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, County will make payment to Contractor in the manner specified in RFP.

3. TERM

   The term of the contract will be for three (3) years, with, by mutual consent, the ability to extend the contract for two (2) additional one year periods.

   In the event of any extension of this contract beyond the initial one year period, the County reserves the right to either accept or reject any price adjustments submitted in writing ninety days prior to the end of the current contract period as part of the County’s consideration for the contract extension.

   Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued
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payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefore.

4. RESPONSIBILITY OF CONTRACTOR

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor’s own expense all persons, employees and equipment required to perform the contract requirements. Contractor will be held fully responsible for performance of any subcontractors.

5. WARRANTIES

Contractor shall warrant and represent that:

a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.

b. there exists no actual or potential conflict of interest concerning the services to be performed under this agreement. Contractor represents that performance under this agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered
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and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker’s Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto: and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney’s fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

7. NON-ASSIGNABILITY

Contractor will not assign (or outsource) this Contract or ANY portion thereof (including but not limited to, IT Services, Daily Freight Services with the exception of UPS or FedEx, manufacturing services) to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County’s sole and absolute discretion, for immediate termination of this Contract.

8. TERMINATION -

The County shall be able to cancel the contract, without penalty to the County, as follows:

a. County’s obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County’s obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term,
which ever occurs first.

b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.

c. The County at its sole option may terminate this agreement upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this agreement. On completion or termination of this agreement, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this agreement.

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

9. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

10. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**
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All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

11. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

1) Commercial General Liability "occurrence" coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and $50,000 fire legal liability.

2) Commercial Automobile Liability coverage in the minimum amount of $1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of $100,000 when there are owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of $100,000 per Person and $300,000 each accident Bodily Injury and $50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of
SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT

$1,000,000.

4) Crime Insurance: Employee Dishonesty Blanket Position Bond: Theft, Disappearance and Destruction of Money and Securities; Theft, Disappearance and Destruction of All Property Other than Money and Securities; Forgery or Alteration; Computer Fraud – each at a minimum limit of $50,000.

B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR’S insurance coverage and will not contribute to it.

C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).

E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.

F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.

2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate
12. **NON-DISCRIMINATION**

   A. **General.**

   No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

   B. **Employment.**

   Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

13. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by
SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT

16. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

17. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

18. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

19. NON-EXCLUSIVITY

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably
determined to be in the best interest of the County.

20. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

21. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR-

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. **MERGER CLAUSE**

This Contract along with the following documents, which are incorporated into this agreement by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required.
SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT

hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1) This Agreement;
2) County of Ventura RFP #5670
3) Contractor’s proposal dated ____________.

23. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

24. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

25. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

26. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

27. LIVING WAGE ORDINANCE

A. Unless otherwise exempt in accordance with the provisions of this
SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT

Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4233 and 4236, and as amended from time to time.

1. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO.

2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply.

3. With the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.

4. The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the County with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provide by the County.

5. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and shall incorporate the "Living Wage Ordinance."

6. Contractor shall comply with all rules, regulations, and policies promulgated by the designated administrative agency, which may be amended from time to time.

B. Contractor shall complete a Declaration of Compliance within 10 days of contract award proclaiming to their adherence to the Living Wage Ordinance.
C. Under the provisions of Section 4960 of the LWO, the County shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the County determines that the subject Contractor has violated provisions of the LWO.

D. Where under the LWO Section 4959, the designated administrative agency has determined (1) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (2) that such violation has gone uncorrected, the awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO policies and procedures. Whether the Contractor is to continue work following and impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the County.

28. Restrictions on Use or Disclosure of Protected Health Information – CONTRACTOR will not use or disclose protected health information other than as permitted or required by this Agreement or as required by law. For the purposes of this section, “protected health information” means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual:

a. Permitted Uses and Disclosures - CONTRACTOR may use or disclose protected health information only as follows: (1) for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR and (2) to provide data aggregation services to AGENCY. CONTRACTOR will document any disclosures of protected health information not permitted by law.

b. Safeguarding Protected Health Information - CONTRACTOR will use appropriate safeguards to prevent use or disclosure of protected health information other than as provided for by this Agreement, including ensuring that any agent, including a subcontractor, to whom it provides protected health information received from or created or received by CONTRACTOR on behalf of AGENCY agrees to the same
restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR will report to AGENCY any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware and will, to the extent practicable, mitigate any harmful effect that is known to CONTRACTOR of a use or disclosure of protected health information in breach of the requirements of this Agreement. At the termination of the contract, CONTRACTOR will return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of AGENCY and retain no copies of such information.

c. **Persons or Entities Allowed Access to Records** - Except as otherwise prohibited by law, CONTRACTOR will allow an individual who is the

d. **subject of the protected health information to inspect and obtain a** copy of protected health information and to receive an accounting of any disclosures of protected health information by CONTRACTOR occurring six years prior to the date on which the accounting is requested. CONTRACTOR will make protected health information available to AGENCY for inspection, amendment and copying. CONTRACTOR will make its internal practices, books, and records relating to the use and disclosure of protected health information available to the Secretary U.S. Department of Health and Human Services, for purposes of determining CONTRACTOR’S compliance with this provision.

29. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

   Each term and each provision of this contract will be construed to be both a covenant and a condition.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

<table>
<thead>
<tr>
<th>COUNTY OF VENTURA</th>
<th>CONTRACTOR*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature</td>
<td>Authorized Signature</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
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<td>-------</td>
<td>-------</td>
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<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>Tax Identification Number</td>
<td>Tax Identification Number</td>
</tr>
</tbody>
</table>

**Contractor**

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Authorized Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

*If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.
Pricing Proposal Form
For Medical/Surgical Supplies

1. **Product Costs**

Provide pricing for the medical surgical supplies list in Attachment 1. List item Cost, markup and invoice price.

An Excel spreadsheet identified as attachment B will be posted along with RFP 5670. Offeror is required to fill out the worksheet of Attachment 1, in the spreadsheet provide a hard copy printout and an Excel file in the CD as part of the submittal for attachment B.

2. **Distribution Costs**

List distribution service costs for medical surgical and custom packs supplies.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PROPOSAL COST TO VCMC (4 Days Per Week Delivery)</th>
<th>PROPOSAL COST TO VCMC (5 Days Per Week Delivery)</th>
<th>PROPOSAL COST TO VCMC (7 Days Per Week Delivery)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk (Non JIT) Delivery To VCMC Central Supply</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JIT Delivery to listed Delivery Locations</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **Other Operation Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

4. **Other Optional Value Added Services**

Please itemize other value added services cost below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>
**EXHIBIT 1**

VCMC Delivery Locations

4.  __________________________________________  $_________

Offeror's Name: __________________________________________

<table>
<thead>
<tr>
<th>Clinic Name</th>
<th>Address</th>
<th>City</th>
<th>Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Conejo Valley Family Medical Group</td>
<td>125 West Thousand Oaks Blvd., Suite 300</td>
<td>East County</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>2. Faculty Medical Group</td>
<td>133 West Santa Clara Street</td>
<td>Ventura Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>3. Fillmore Family Medical Group</td>
<td>828 Ventura Street</td>
<td>Fillmore</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>4. Fillmore Specialty &amp; Ortho Clinic</td>
<td>828 Ventura Street</td>
<td>Fillmore</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>5. Fillmore Urgent Care</td>
<td>828 Ventura Street</td>
<td>Fillmore</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>6. John K. Flynn Community Clinic</td>
<td>3100 North Rose Avenue</td>
<td>Oxnard Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>7. Las Islas Family Medical Group North</td>
<td>2400 S. C Street</td>
<td>Oxnard Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>8. Mobile Medical Clinic</td>
<td>2400 S. C Street</td>
<td>Mobile</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>9. Women's Clinic</td>
<td>2400 S. C Street</td>
<td>Oxnard Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>10. Adult Diabetes Clinic</td>
<td>325 W. Channel Islands Blvd</td>
<td>Oxnard Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>11. Internal Medicine</td>
<td>325 W. Channel Islands Blvd</td>
<td>Oxnard Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>12. Ortho Clinic</td>
<td>325 W. Channel Islands Blvd</td>
<td>Oxnard Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>13. Urgent Care</td>
<td>325 W. Channel Islands Blvd</td>
<td>Oxnard Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>14. Las Posas Family Medical Group</td>
<td>3801 Las Posas Road #214</td>
<td>Camarillo</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>15. Magnolia Family Medical Clinic</td>
<td>2220 East Gonzales Road, #120A-B</td>
<td>Oxnard Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>16. Mandalay Bay Women &amp; Children's Medical Clinic</td>
<td>2240 East Gonzales Road, #110 &amp; #120</td>
<td>Oxnard Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>17. Medical Group</td>
<td>2000 Outlet Center Drive, #110</td>
<td>Oxnard Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>18. Moorpark Family Medical Clinic</td>
<td>612 Spring Road, Bldg A</td>
<td>East County</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>19. Pediatric Diagnostic Center</td>
<td>3291 Loma Vista Road, Bldg 340, Suite 302</td>
<td>Ventura Area</td>
<td>FQHC Clinics</td>
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<tr>
<td>20. Piru Family Medical Center</td>
<td>4061 Center Street</td>
<td>Piru</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>21. Santa Paula Medical Clinic</td>
<td>1334 East Main Street</td>
<td>Santa Paula Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>22. Santa Paula West Medical Group</td>
<td>254 West Harvard Boulevard</td>
<td>Santa Paula Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>23. Santa Paula West Pediatrics</td>
<td>254 West Harvard Boulevard</td>
<td>Santa Paula Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>24. Sierra Vista Family Medical Clinic</td>
<td>1227 East Los Angeles Avenue</td>
<td>East County</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>25. Sierra Vista Family Urgent Care</td>
<td>1227 East Los Angeles Avenue</td>
<td>East County</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>26. West Ventura Medical Clinic</td>
<td>133 West Santa Clara Street</td>
<td>Ventura Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>27. West Ventura Urgent Care</td>
<td>133 West Santa Clara Street</td>
<td>Ventura Area</td>
<td>FQHC Clinics</td>
</tr>
<tr>
<td>28. Santa Paula Hospital</td>
<td>825 North Tenth Street</td>
<td>Santa Paula Area</td>
<td>SPH</td>
</tr>
<tr>
<td>No.</td>
<td>Location</td>
<td>Address</td>
<td>Area</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------</td>
<td>----------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>33</td>
<td>Academic Family Medicine Center</td>
<td>3291 Loma Vista Road, Bldg 340, Suite 201</td>
<td>Ventura</td>
</tr>
<tr>
<td></td>
<td>Academic Family Medicine Center Urgent</td>
<td></td>
<td></td>
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<tr>
<td>34</td>
<td>Care</td>
<td>3291 Loma Vista Road, Bldg 340, Suite 101</td>
<td>Ventura</td>
</tr>
<tr>
<td>35</td>
<td>Anacapa Neuroscience Center</td>
<td>3170 Loma Vista Road</td>
<td>Ventura</td>
</tr>
<tr>
<td>36</td>
<td>Anacapa Plastic Reconstruction</td>
<td>3180 Loma Vista Road</td>
<td>Ventura</td>
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<tr>
<td>37</td>
<td>Anacapa Surgical Associates</td>
<td>3291 Loma Vista Road, Bldg 340, Suite 401</td>
<td>Ventura</td>
</tr>
<tr>
<td>38</td>
<td>Cardiology Clinic</td>
<td>3291 Loma Vista Road, 3rd Floor</td>
<td>Ventura</td>
</tr>
<tr>
<td>39</td>
<td>Hematology-Oncology Clinic (Adult)</td>
<td>3291 Loma Vista Road, Bldg 340, Suite 501</td>
<td>Ventura</td>
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<tr>
<td>40</td>
<td>Immunology Clinic</td>
<td>3291 Loma Vista Road, Bldg 340, Suite 503</td>
<td>Ventura</td>
</tr>
<tr>
<td>41</td>
<td>Medicine Specialty Center West</td>
<td>3291 Loma Vista Road, Bldg 340, Suite 502</td>
<td>Ventura</td>
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<tr>
<td>42</td>
<td>Women's Health Center</td>
<td>3291 Loma Vista Rd, Bldg 340, #403</td>
<td>Ventura</td>
</tr>
<tr>
<td>43</td>
<td>Anacapa Urology Clinic</td>
<td>3291 Loma Vista Road, Bldg 340, #402</td>
<td>Ventura</td>
</tr>
</tbody>
</table>
State of California  )
County of Ventura ss.  )

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

__________________   _________________________
(Date)                     (Signed at (Place))

Proposer Name
(Person, Firm, Corp.)

__________________   _________________________
Authorized Representative
Representative’s Name

__________________   _________________________
Address                    Representative’s Title

__________________   _________________________
City, State, Zip             Representative’s Title