



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

**REQUEST FOR PROPOSAL  
# 5748**

**for**

**DECEDENT TRANSPORTATION SERVICES**

**Issued: August 01, 2014  
Due: August 22, 2014**

## **SECTION 1.0**

### **GENERAL INFORMATION AND SCOPE OF WORK**

*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 Decedent Transportation services for the Medical Examiner Department.

Sealed proposals will be received no later than 3:00 p.m. on August 22, 2014 at Ventura County Procurement Services, Hall of Administration-Lower Plaza, 800 South Victoria Avenue, Ventura, CA 93009-1080.

Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents. Offerors must have a record of quality service and dependability to provide the work described herein.

#### **1.2 Background**

The medical examiner office is responsible for facilitating transportation of decedents requiring postmortem examinations within Ventura County. The removal of the decedent's body from the scene of the death must be in a timely and efficient manner without violating traffic laws so as to not unduly disrupt county functions. The medical examiner office is seeking a temporary contractual relationship with an organization to provide timely, affordable, and trustworthy transportation services prior to bringing this function under the employment of the medical examiner office.

The prior ten year average (2004-2013) of decedents brought to the morgue has been 552 transports with the prior five year average (2009-2013) of 542 transports. The total number of transports for 2013 was 598 and the expected number of transports for 2014 may be between 500-550. Some calls for body transportation happen simultaneously and in different parts of Ventura County. All calls for transportation service under this contract will be for two people and one vehicle unless there is a multi-person fatality that may require a second vehicle with two persons at the discretion of the medical examiner investigator.

**These figures are based on historical data and to be used for estimates only, there is no guarantee of actual expenditures.**

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#### **1.3     Action Dates**

The following is an outline of the anticipated schedule for the proposal review and contract award.

Issue Request for Proposal (RFP)	August 01, 2014
Pre-Proposal Meeting	August 14, 2014
Proposals Due	August 22, 2014
Evaluation-award	TBD
Start Work	TBD

**A pre-proposal meeting is scheduled on August 14, 2014 at 9:00 a.m. at the Procurement Office, 800 S. Victoria Ave. Ventura, Hall of Administration, Lower Plaza. The pre-proposal meeting gives offerors a chance to ask questions about the RFP.**

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth above is subject to change.

#### **1.4     Questions Regarding RFP**

All questions concerning this Proposal may be directed to Rick Tolentino at 805-662-6886.

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#### **2.1 Submittal Deadline**

Completed proposals should be sealed and clearly marked: Request for Proposal #5748, for Body Transportation Services and must be delivered no later than 3:00 p.m. on August 22, 2014 to:

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

Please submit one original, marked as "MASTER" and six (6) 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 allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but offeror may reproduce the RFP to submit alternate proposals.

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.

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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". 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.

#### **2.6 Proposal Validity**

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

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#### **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 5(five) copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post consumer paper and be duplexed when possible.

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(s), fax number(s) and email address(es).

b. **Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall

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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 is qualified to provide the services described in this RFP.
8. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
9. Offeror's Dun and Bradstreet number.
10. Offeror'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**

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.

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.

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d. **Financial Statement**

Offerors must provide a current financial statement or 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 from similar services performed within the last three years. In addition include all local government (Southern California) references. Information provided shall include:

1. Client name and telephone number;
2. Services description;
3. Services dates (starting and ending);
4. Dollar value
5. Staff assigned to reference engagement that will be designated for work per this RFP;

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



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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.

**PLEASE NOTE: The sample standard contract attached to this RFP is a template. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, Procurement will work with the selected vendor to draft a vendor-specific contract.**

i. **Compensation**

Complete Proposal Form (ATTACHMENT A). Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed.

The “per call” rate will cover from the time that CONTRACTOR dispatches its staff and vehicle(s) to the time that the decedent's body is returned to the Facility.

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

j. **Payment Terms**

Customary terms are Net 30 for services performed. Offerors shall indicate their payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

#### **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.

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#### **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 Offeror, 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.

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.

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#### **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 an 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 accounts 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. Compliance with Contract Terms and Conditions**

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3. Requirement/Specifications (plan and approach)

The ability to meet the requirements/specifications outlined herein.

4. Cost

The Proposals will be evaluated on the basis of the offeror's reasonableness of cost. Proposals must clearly provide a firm fixed price for all aspects of the proposal. For each pricing item identified as an additional cost, please provide a narrative explanation describing the cost and a justification for the 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 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

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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 contract 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 could 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;
  - 3) The solicitation or contract number; and
  - 4) A detail statement of the legal and/or factual grounds for the protest.

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The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

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The requirements described herein are based on the current level of service and 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.

The County has developed the following important service expectations as specified herein. The successful Offeror will be the one whose proposal reflects the most responsive and comprehensive understanding of these needs in conjunction with reasonable cost to the County.

#### **3.1 Scope of Work**

Contractor will provide all labor, vehicles, equipment, supplies, supervision and any other items of expense needed to provide safe and prompt decedent transportation services.

CONTRACTOR shall be available by cell phone 24 hours a day, 7 days a week (including holidays).

The Medical Examiner (ME) staff shall determine the number of vehicles and staff to be dispatched for each case. The Medical Examiner staff will request a two person, one vehicle response unless it is deemed necessary by the Medical Examiner staff to request a multiple vehicle response with either one or two people per vehicle.

**In narrative format please provide a detailed description that clearly defines the methodology of the proposed plan for Decedent Transportation Services that will be utilized in the successful achievement of the RFP's intended Scope of Work.**

#### **3.2 Response Time**

Upon receiving a call from the Medical Examiner requesting decedent transportation services:

CONTRACTOR shall dispatch the requested vehicle and staff to the decedent's place of death within fifteen (15) minutes of a call from the Medical Examiner. Contractor has a mandated response time to the death scene within ninety (90) minutes from the initiating call for dispatch. Dispatch/arrival response times will be monitored and at least eighty-five percent (85%) of the calls should have an arrival time within one hour of dispatch. If arrival at a death scene for any case greater than sixty (60) minutes from the dispatch time, Contractor will provide a written reason for



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the delay to the Medical Examiner within seventy-two (72) hours of the delayed arrival. Failure to comply with providing written explanations will result in termination of the contract.

CONTRACTOR shall respond to the place of the decedent's death within one and a half hours unless unexpected circumstances, such as distance from Ventura County, traffic or other circumstances outside of CONTRACTOR'S control prevent such timely response. In the event that CONTRACTOR does not appear at the decedent's place of death within one and a half hours, CONTRACTOR will notify the Medical Examiner on the same day as requested dispatch and explain the reason for the delay. CONTRACTOR shall also present written documentation to the Medical Examiner explaining the reason for the delay within seventy-two (72) hours from the time of the delay. Failure to comply with providing written explanations will result in termination of the contract.

CONTRACTOR shall directly transport the decedent from the decedent's place of death to the Facility. CONTRACTOR shall not make any stops or take any indirect routes unless directed by the Medical Examiner. The Medical Examiner may dispatch CONTRACTOR from one death scene to another rather than calling for an additional vehicle or staff. A separate bill can be initiated for the second service request.

**In a narrative format please provide a detailed description on your company's plan on achieving, tracking and reporting the mandated Response Time.**

#### **3.3 Arrival at Scene**

CONTRACTOR staff should never enter the scene of a decedent's death prior to ME staff arrival. Upon arriving at the decedent's place of death, CONTRACTOR should find a location to park deemed appropriate by ME personnel or law enforcement and should meet with Medical Examiner staff who will provide CONTRACTOR staff with instructions before entering a scene.

CONTRACTOR shall maintain an unbroken chain of custody for evidence collected at the decedent's place of death through the completion of the First Call Sheet. Weapons will be taken from the scene by sheriff or police departments and shall not be handled or removed from the decedent's place of death by CONTRACTOR.

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### **REQUIREMENTS/SCOPE OF WORK**

**Indicate acceptance or modification. In narrative format, describe how this requirement will be implemented/monitored and enforced.**

#### **3.4 Vehicles**

CONTRACTOR shall have two unmarked vehicles appropriate for decedent transportation as well as four staff members available at all times. Vehicles must be capable of being locked to provide security of the decedent and evidence.

Each of CONTRACTOR's transportation vehicles will be equipped with all of the following supplies and capabilities: cellular communication, two mortuary gurneys; one portable gurney; plastic sheets for body transport, disinfectant, sheets for wrapping the body when a body bag is not appropriate, gloves, safety vests, flash lights. Medical Examiner staff will not provide the aforementioned equipment to Contractor. Additional equipment necessary for safe removal and transport of the body including body bags or evidence preservation equipment will be provided at the scene by Medical Examiner staff. Additionally, Contract provider vehicles will be equipped with Global Positioning Satellite (GPS) or like devices in order to aide drivers in locating addresses.

Vehicles utilized for decedent transport will be kept in good working order. All vehicles providing services under this Agreement shall meet all applicable State and Federal rules and regulations as may be modified from time to time.

No vehicle owned or operated by Contractor or its employees, for either business or personal use, shall be registered in the name of the Medical Examiner, Medical Examiner's Office or County of Ventura. All vehicles used to perform work under this contract shall be included in the attached Attachment B and a copy of the current California Department of Motor Vehicles registration information shall be provided to the Medical Examiner's Office for each vehicle. Only vehicles included in Attachment B may be used to perform work under this contract unless the Medical Examiner's Office gives consent otherwise. Any violation of the terms of this section shall be grounds for termination. Any citation issued for vehicles used to perform work under this contract shall be charged to the Contractor.

**Indicate the number of vehicles and staffing levels available for this contract. Identify how vehicles will be equipped relative to these requirements. Indicate your acceptance or modification with regard to registration and citation requirements.**

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#### **3.5     Staffing**

All Contractors' employees transporting deceased persons must have a valid State of California driver's license. Proof of issuance must be provided at time of award of the contract and at any time during the contract, upon request by the Medical Examiner. Contractor and all Contractor's employees performing work under this contract will have no traffic citations for the previous two years of the date of the accepted contract and will provide a report from the California Department of Motor Vehicles to the Medical Examiner for review. Contractor and all Contractor's employees performing work under this contract will provide an annual report sixty (60) days before the time of the annual contract renewal from the California Department of Motor Vehicles after the contract is initially awarded. Traffic citations within the two years preceding the contract award and during the life of the contract may disqualify Contractor or any of Contractor's employees from performing work under this contract at the discretion of the Medical Examiner.

CONTRACTOR shall not allow any of its staff who have been convicted of a felony, theft or drug-related charge to perform any services under this Contract. CONTRACTOR shall provide the results of a "live scan" criminal background check for any staff performing work under this Contract to the Medical Examiner prior to such service being performed. CONTRACTOR bears sole legal responsibility under this Contract and the laws of the State of California to insure that none of CONTRACTOR's staff performing work under this Contract have been convicted of a felony, theft or drug-related charge.

The County of Ventura reserves the right to approve, deny or remove employees/personnel from decedent transportation service contract with the Medical Examiner pending a background investigation and pending review of the California Department of Motor Vehicles driving record. The Contractor may be required to submit their hiring policy which should include, but not be limited to, background investigations and drug testing. Contractor and all Contractor's employees performing work under this contract will submit the results of drug testing to the Medical Examiner prior to work performed under this contract and every six months thereafter.

Contractor, upon request from the Medical Examiner, will provide the full name and employment history (including date of hire/separation, dates worked, assignments performed) for all persons employed by the Contractor working on this contract.

A roster of Contractor's employee will be provided by Contractor to the Medical Examiner and updated by Contractor on a pre-determined basis (i.e., monthly, semi-annually, annually or whenever persons are hired or separated). This roster should

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include the name, sex, race, height, weight and date of birth of the employees.

**In a narrative format describe in detail your company's procedure for administering the following during your hiring process and throughout the term of the contract: criminal background checks, physical examination (which include drug testing), verification of licenses and driving records.**

#### **3.6 Employee Conduct**

CONTRACTOR staff shall dress professionally and appropriately for responding to a decedent's place of death. CONTRACTOR staff may be required to move and lift heavy bodies and shall wear appropriate clothing for doing so. Contractor and all of Contractor's employees performing work under this contract will wear appropriate name badges or identification to display the organization for which they are employed.

CONTRACTOR staff is expected to obey traffic laws at all times when engaged in services performed under this Contract.

Contractor and all Contractor's staff performing work under this contract will not misrepresent themselves as Ventura County employees at any time. If misrepresentation occurs, this contract will be immediately terminated by the Medical Examiner.

CONTRACTOR staff shall exhibit appropriate and professional behavior at all times when engaged in services under this Contract. CONTRACTOR shall keep confidential, all matters related to death investigations. CONTRACTOR and CONTRACTOR's staff shall only discuss information regarding any death investigation with the Medical Examiner.

Contractor and all Contractor's employees performing work under this contract will not conduct personal business with the Medical Examiner clients at the death scene by suggesting funeral homes, specific services provided, leaving business cards, or discussions with the next of kin.

Ventura County is a harassment free work place. Contractor will comply with Ventura County's anti-harassment and anti-bullying policies. Contractor will provide documentation of attendance and successful completion of a Discrimination Prevention Training within sixty (60) days of contract award.

**Indicate acceptance or modification. In narrative format, describe how this requirement will be implemented/monitored and enforced.**

## **SECTION 3.0**

### **REQUIREMENTS/SCOPE OF WORK**

#### **3.7 Temporary holding**

Upon request, CONTRACTOR shall store a decedent's body on a temporary basis at CONTRACTOR's holding facility. The Medical Examiner will not be charged for the initial day (24 hrs.) storing a decedent body at the CONTRACTOR's holding Facility.

**Describe your capability to provide temporary holding of decedents. Indicate any modification.**

#### **3.8 Term**

The initial term of the contract is for one (1) year and by mutual agreement may be extended for one (1) additional year.

Pricing shall remain firm for the initial term of the contract. Any requests for reasonable price adjustments must be submitted ninety (90) days prior to the Contract annual anniversary date. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change.

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 compliance or give alternate**

#### **3.9 Invoices**

Payment for services rendered will be Net 30 days from receipt of valid itemized invoice from the contractor provided. Contractor or appropriate Contractor staff will respond to phone calls or emails from the Medical Examiner within forty-eight (48) hours of phone call or sent email regarding questions about billing, invoices, and business practices that directly impacts or involves the Medical Examiner.

**Indicate your acceptance or modification.**

#### **3.10 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

## **SECTION 3.0**

### **REQUIREMENTS/SCOPE OF WORK**

the contract.

**Indicate your acceptance or modification.**

#### **3.11 Insurance Requirements**

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

**Indicate your acceptance or modification.**

#### **3.12 Living Wage**

The County of Ventura Board of Supervisors passed and adopted "Living Wage Ordinance" No. 4233 on April 24, 2001. On June 5, 2001 the Board passed and adopted an ordinance amending Ordinance 4233.

As a result, this proposal and any resulting contract are subject to the County of Ventura Living Wage Ordinance. The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952(f). Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify an offeror or contractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years.

Living Wage Ordinance 4233 is located on our County of Ventura website at <http://gsa.countyofventura.org/bid/refs.htm>. The ordinance amending Ordinance 4233 is also located on the website at <http://gsa.countyofventura.org/bid/refs.htm>.

All offerors must include a signed Declaration of Compliance, Attachment "D", with their proposal, or they may be deemed non-responsive, resulting in disqualification from the competitive solicitation process. Offerors may request consideration of exemption by completing an Offeror/Contractor Application for Exemption, Attachment "E".

A Living Wage Ordinance Checklist for County Contractors Responding to an RFP is attached and labeled as Attachment "E". Note: The checklist is only included as a guide for offerors.

## **SECTION 3.0**

### **REQUIREMENTS/SCOPE OF WORK**

**Indicate your acceptance or modification. Return signed Declaration (Attachment D)**

#### **3.12 Business Continuity Plan**

In the event of a natural, or man-made, disaster operations for the County and the vendor may be impacted.

**Please describe your firm's Business Continuity Plan. Explain how your firm has prepared to continue operations, and service/product delivery, in the event of an unforeseen emergency. Also, explain how your firm will provide assistance to the County should County operations be impacted by an unforeseen emergency.**

#### **3.13 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 C.

**Indicate your acceptance or modification.**

#### **3.14 Exclusivity**

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other contractors/suppliers.

**Indicate your acceptance or modification.**

## SECTION 4.0 COUNTY OF VENTURA STANDARD CONTRACT

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and \_\_\_\_\_, hereinafter called "Contractor."

### WITNESSETH

**WHEREAS**, pursuant to Section 3 item f of the County of Ventura Ordinance NO. 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**, the County issued the (Insert contract name here) Request for Proposal # \_\_\_\_ (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

**WHEREAS** the Contractor submitted a proposal dated (insert date of proposal here), in response to the RFP (hereinafter referred also as "Contractor's Proposal"), to provide services to County;

**WHEREAS**, the County determined, through competitive solicitation and careful review of submitted proposals, that the Contractor's Proposal best meets the need of the County for (Insert contract name here) and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing (Insert contract name here) Services and related services hereinafter described; and

**WHEREAS** the County and the Contractor are willing to enter into a (Insert contract name here) Contract in accordance with the RFP, the Contractor's response thereto, which by this reference are incorporated, though not attached, and the terms and conditions contained herein;

**WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of performing (Insert contract name here) 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.



## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

2. **PAYMENTS**

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

3. **TERM**

Per RFP document.

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 contract. Contractor represents that performance under this contract does not require the breach of any contract 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

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

services hereunder agreed to be rendered 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 this contract or any portion thereof, 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, whichever occurs first.
- b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

- c. The County at its sole option may terminate this contract 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 contract. On completion or termination of this contract, 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 contract 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 contract.

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**

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

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

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 \$1,000,000.
- 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.

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

- 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 termination or suspension of this contract.

#### **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

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

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 \_\_\_\_\_ or his/her authorized representative.

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.

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD 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

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

800 S. VICTORIA AVENUE  
VENTURA, CALIFORNIA 93009

TO CONTRACTOR-

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Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or 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 contract 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 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 contract 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 contract, the inconsistency shall be resolved in the following order:

- 1) This contract;
- 2) County of Ventura RFP #XXXX;
- 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



## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

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 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 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.
3. The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation,

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

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.

4. Any Subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of LWO and shall incorporate the "Living Wage Ordinance."
  5. 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 uncured, 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. CONSTRUCTION OF COVENANTS AND CONDITIONS**

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

**ATTACHMENT "A" - RFP #5748**

**PROPOSAL FORM/PRICING**

<b>Description</b>	<b>Per Call Rate</b>
Initial call which includes two (2) contractor employees and one (1) vehicle.	
Charge per day for body storage after the initial day.	

1. The "per call" rate will cover from the time that CONTRACTOR dispatches its staff and vehicle(s) to the time that the decedent's body is returned to the Facility.
2. The Medical Examiner will not be charged for storing a body for one day (24 hrs.) at the CONTRACTOR's holding Facility.

Charge for storage per day thereafter shall be: \_\_\_\_\_

3. All services to be performed as described in the Scope of Work.

**ATTACHMENT "B"-RFP #5748  
VEHICLE LIST FORM**

<b>YEAR / MAKE AND MODEL</b>	<b>VIN NUMBER</b>

**NOTE: Only vehicles listed on this form may be used to perform work under this contract unless the Medical Examiner's Office gives consent otherwise.**

State of California       )  
County of Ventura ss.     )

(Date) (Signed at (Place))

Address \_\_\_\_\_ Representative's Name \_\_\_\_\_

City, State, Zip Representative's Title

**ATTACHMENT "D" – RFP #5748**

**DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

The County of Ventura Living Wage Ordinance No. 4233, as amended, provides that all employers (except where specifically exempted) under contracts for "services" to or for County and that: (1) involve an expenditure in excess of \$25,000 dollars, within a twelve month period; and (2) has a term of at least three months will comply with all applicable provisions of the Ordinance.

During the performance of this Contract, Contractor certifies that it will comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinance. Contractor will provide to County a list of all subcontractors and a list of all employees under this Contract (including employees of subcontractors) within 10 days after execution. The list of employees will include the name, position classification and rate of pay for each employee. An updated list will be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the County Purchasing Agent within 30 days of execution of the subcontract.

Contractor further agrees:

- a. To pay covered employees a wage no less than the minimum initial compensation of \$8.00 per hour with health benefits, as referred to in (c) below, or otherwise \$10.00 per hour pursuant to Section 4954 (a). Such rates may be adjusted annually in accordance with Section 4954(c).
- b. To provide at least 12 compensated days off per year pursuant to Section 4955.
- c. Where so elected under (a) above, to pay at least \$2.00 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 4954(c).
- d. Not to retaliate against any employee claiming non-compliance with the provisions of these ordinances and to comply with federal law prohibiting retaliation for union organizing.

Failure to complete and submit this form may result in disqualification from the competitive solicitation process or contract termination.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Officer or  
Authorized Representative**

\_\_\_\_\_  
**Company Address**

\_\_\_\_\_  
**Type or Print Name and Title**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Fax Number**

**ATTACHMENT "E" - RFP #5748**

**Living Wage Ordinance**

**OFFEROR/CONTRACTOR APPLICATION FOR EXEMPTION**

The County of Ventura Living Wage Ordinance No. 4233, as amended, requires County service contractors and subcontractors to comply with the provisions of the Ordinance. Contractors may apply for consideration of exemption from the Ordinance.

**Company Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contract Term:** \_\_\_\_\_

**Dollar Amount:** \_\_\_\_\_

**Type of Service:** \_\_\_\_\_

**Please list the reason for exemption. Cite specific Ordinance section(s) and subsection(s). Attach additional sheets as necessary:** \_\_\_\_\_

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**Please attach this form and any documentation that supports your claim for exemption and submit with your RFP response.**

**Name of contact person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**GSA/PROCUREMENT SERVICES RECOMMENDATION:**

**Approved:** \_\_\_\_\_ **Not Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Department Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**LIVING WAGE ORDINANCE (LWO) CHECKLIST FOR COUNTY CONTRACTORS  
RESPONDING TO AN RFP**

**It is advisable for prospective contractors to review the Living Wage Ordinance (LWO). If copies of these documents are not included in your RFP, you may obtain them from the department issuing the RFP.**

Exemptions:

1. Small employer employing no more than five full-time persons, Section 4956(a).
2. Government Entities. Including, without limitation, cities, counties, and state agencies, Section 4956(b).
3. Collective Bargaining. To the extent that any collective bargaining agreement applies to an employee who would otherwise be entitled to be paid a living wage, this Ordinance will not apply, Section 4956(c).
4. In-Home Support Service Workers. The Ordinance will not apply to any employee providing in-home support services pursuant to the Welfare and Institutions Code, Section 4956(d).
5. Service contract for expenditure that is less than \$25,000 within a twelve-month period or has a term less than three months, Section 4952(f).
6. A contract subject to federal or state laws or regulations that would preclude application of the living wage requirement otherwise applicable pursuant to this Ordinance, Section 4952(f).
7. A contract between the County and another governmental entity, Section 4952(f).
8. A contract between the County and a financial or banking institution for financial or banking services, Section 4952(f).
9. A contract for professional services requiring specialized skills or licensure, including but not limited to experts, consultants, auditors, engineers, attorneys, and banking representatives, Section 4952(f).
10. A contract with a non-profit corporation qualifying under Internal Revenue Code section 501(c)(3), Section 4952(f).
11. Printing/Copying Services.
12. Construction Contracts.

If you think that you are exempt from the LWO, you must initiate the exemption process and submit the Offeror/Contractor Application for Exemption (Attachment C) with your proposal.

Determine Your Full Costs Under the LWO

- Contact all subcontractors that will perform work under your contract with County. Inform them that they must also comply with the LWO. Give each subcontractor a copy of the Ordinance, this Checklist and the Declaration of Compliance to assist them in calculating their costs.
- List all employees that will work on the contract.



- Include all employees who work at least four hours per week on County service contracts.
- In calculating your proposal, each employee must be compensated according to the Ordinance.
- Part-time employees who work at least four hours per week on County service contracts are subject to the LWO, and must receive the same hourly wage rates as full-time employees. However, their compensated and uncompensated days off are pro-rated based on the number of hours worked.
- Contractors are responsible for ensuring that all subcontractors provide bids and cost estimates based on the full LWO costs to their firms.
- Annual "living wage" adjustments, if any, are announced by the County Executive Office (CEO) effective July 1st. The adjustments are based on increases in the Consumer Price Index – W (Urban Wage Earners and Clerical Workers not seasonally adjusted for the U.S. city average) for the preceding calendar year or years utilizing 2001 as the base year.
- The prime contractor is responsible for notifying all subcontractors of wage rate changes.
- Submit Your Proposal
- Sign the Declaration of Compliance
- All contractors providing services subject to the LWO must include a signed Declaration of Compliance (Attachment D) with their proposal, or they may be deemed non-responsive. The awarding department must notify Contractor in writing that they have been disqualified.
- Contractors may appeal a disqualification to the awarding department within 5 days of receiving the written notice disqualifying them.

If you are awarded the Contract:

Provide Employee Information to GSA/Procurement Services.

- Contractor will provide to County a list of all subcontractors and a list of all employees under this Contract (including employees of subcontractors) within 10 days after execution. The list of employees will include the name, position classification and rate of pay for each employee. An updated list will be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the County Purchasing Agent within 30 days of execution of the subcontract.
- Failure to submit required documentation will result in withholding payments by the Auditor-Controller, or termination of the contract.
- The prime contractor is responsible for the compliance of all subcontractors with the Living Wage Ordinance.
- Contractors and subcontractors must provide written notice to each covered employee who is engaged in work pursuant to a service contract. The notice will specify the living wage rate, minimum health benefit, if applicable, and compensated time off as well as notice that an employee has grievance rights if he/she believes his/her rights under the Living Wage Ordinance are being violated. A copy of the notice must be made available to all covered

employees, must be posted prominently in languages spoken by a large percentage of the workforce, and a copy must be submitted to the awarding agency.

- Submit proof of health benefits for prime and subcontractors to GSA/Procurement Services within 10 days of execution of the contract (i.e., copy of monthly premium statement from carrier listing all employees).
- Failure to submit required documentation will result in withholding of payments by the Auditor-Controller.

