



**Request for Proposal No.  
ICEMA13-ICEMA-0059**

**CONSULTANT FOR GROUND MEDICAL  
TRANSPORTATION SYSTEM DESIGN**

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY  
1425 SOUTH "D" STREET  
SAN BERNARDINO, CA 92415-0060**

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## **I. INTRODUCTION**

The Inland Counties Emergency Medical Agency (ICEMA) operates through a Joint Powers Agreement as the local EMS Agency for San Bernardino, Inyo and Mono Counties, pursuant to Health and Safety Code, Division 2.5, Chapter 4. The San Bernardino County Board of Supervisors serves as ICEMA's Governing Board. This Request for Proposal (RFP) is for SAN BERNARDINO COUNTY only.

Complying with Health and Safety Code 1797.224 and 1797.201, ICEMA identified medical transportation exclusive operating areas (EOAs) by "grandfathering" those transporters who had been providing services in the same manner and scope without interruption since January 1, 1981. In 2004 and 2005, ICEMA entered into performance-based contracts with same "grandfathered" providers. ICEMA and its Governing Board have determined that the emergency medical services system (EMS) will be best served by entering into a competitive process to select ground emergency medical transporters. ICEMA intends to re-examine the transport system based upon several years' experience and changing demographic patterns and economic forecasts. Therefore, through this RFP, ICEMA intends to select a knowledgeable and experienced contractor to evaluate the medical transportation system and recommend potential delivery models and operating areas as outlined in the Scope of Work (Section IV).

San Bernardino County encompasses 20,000 square miles and its population is 2.1 million. Currently, there are twenty-seven (27) EOAs. In 2011, 155,823 patients were transported to local hospitals by the EOA providers. The EOAs contain exclusivity for all 9-1-1 transports, all interfacility transports (IFTs) and critical care transports (CCTs). They do not include transport by authorized air ambulance providers. Some of the EOAs are identified as rural and difficult to serve areas, or areas with high seasonal or recreational populations. Nothing in this RFP should be construed to mandate recommended system redesign in difficult to serve areas. Rather they should be analyzed according to population and response time standards as defined in the California EMS Authority EMS Systems and Standard Guidelines.

### **A. Purpose**

To seek proposals from qualified Proposers to analyze and propose an updated medical EMS transportation system based upon current and projected best care practices and economic stability. The final product will be a Draft Medical Transportation Plan, including recommended configuration of EOAs.

### **B. Term of Agreement**

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Scope of Work. The Agreement period will be for a six-month period commencing with Governing Board approval of a contract between successful respondent and ICEMA. **The response to this RFP shall not exceed one hundred fifty thousand (\$150,000) dollars.**

### **C. Minimum Proposer Requirements**

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent Agreement performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
2. Be independent with no ties to any companies listed in the "Scope of Work" section of this document (Section IV).
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

5. Have a minimum of three (3) continuous years of experience providing this type of service.
6. Provide a minimum of three (3) references from other customers, one (1) of which should be a government agency, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide EMS/ground medical transportation system design and consulting services as outlined in this RFP. All references must have names, titles and phone numbers.
7. Meet other presentation and participation requirements listed in this RFP.

**D. Mandatory Proposal Conference**

A mandatory proposal conference will be held on: **Monday, July 16, 2012, at 10:00 a.m.:**

County of San Bernardino  
Inland Counties Emergency Medical Agency  
1425 South "D" Street  
San Bernardino, CA 92415-0060

**Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.**

**E. Questions**

Questions regarding the contents of this RFP must be submitted in writing on or **before 5:00 p.m., on Monday, July 9, 2012**, and directed to the individual listed in Section I, Paragraph F. All questions will be answered and both the question and answer will be posted on ICEMA's and the County's websites.

**F. Correspondence**

All correspondence, **including proposals and questions**, are to be submitted to:

Inland Counties Emergency Medical Services (ICEMA)  
1425 South "D" Street  
San Bernardino, CA 92415-0060  
(909) 388-5823 Office  
(909) 388-5850 Fax  
DWicker-stiles@cao.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

**G. Admonition to Proposers**

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E.

**H. Proposal Submission Deadline**

Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the vendor at any time prior to the scheduled deadline for submission of the proposal or bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any

time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

## II. PROPOSAL TIMELINE

Release of RFP	June 29, 2012
Deadline for Submission of Questions	5:00 p.m. on July 9, 2012
Answers to Questions Released	5:00 p.m. on July 12, 2012
Mandatory Proposal Conference	10:00 a.m. on July 16, 2012 at ICEMA
Deadline for Proposals	5:00 p.m. on August 29, 2012
Tentative Date for Awarding Agreement	September 25, 2012

## III. PROPOSAL CONDITIONS

### A. One Percent (1%) Contract Transaction Charge

Proposers that submit a paper or electronic proposal that results in a contract award in ePro shall pay the County of San Bernardino Purchasing Department a one percent (1.0%) Contract Transaction Charge (CTC). The CTC is the responsibility of the proposer. It is part of the proposer's unit pricing and cannot be charged directly to the County in the form of a separate line item.

The CTC is defined as 1.0% of quarterly receipts under a contract transacted in ePro, minus any taxes or regulatory fees, credits, and shipping charges not included in the unit prices. The transaction charge is only applicable to amounts actually received by the proposer during the quarter and is not applicable to amounts invoiced to County but not yet paid for.

Receipts used in calculating the transaction charge are capped at \$100,000. Therefore, the transaction charge is capped at \$1,000 per eligible contract. Unless exempted during the solicitation process, the transaction charge applies to each contract, regardless of the number of concurrent active, or consecutive, contracts in place. At its option, the County may limit the applicability of the CTC to certain types of contracts.

If a contract is awarded to the proposer, the proposer agrees to pay the 1% CTC.

### B. Contingencies

This RFP does not commit ICEMA to award an Agreement. ICEMA reserves the right to accept or reject any or all proposals if ICEMA determines it is in the best interest of ICEMA to do so. ICEMA will notify all Proposers in writing, if ICEMA rejects all proposals. ICEMA also reserves the right to terminate this RFP process at any time.

### C. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the Agreement period. ICEMA reserves the right to reject any or all proposals.

### D. Evaluation Process

Proposals will be evaluated in compliance with the procedure described in Section VII of this RFP.

**E. Modifications**

ICEMA reserves the right to issue addenda or amendments to this RFP if ICEMA considers that additional clarifications are needed. Only those Proposers represented at the proposal conference will receive addenda or amendments issued after the Mandatory Proposal Conference.

**F. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

**G. Incurred Costs**

ICEMA is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.

**H. Negotiations**

ICEMA may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

**I. Formal Agreement**

Proposer will be required to enter into a formal Agreement with ICEMA. This RFP sets forth some of the general provisions which will be included in the final Agreement. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and ICEMA agrees to a change of language in writing. All objections to any provisions of the final Agreement should be listed on Attachment C - Exceptions to RFP.

**J. Use of Proposals Received**

All proposals received shall become the property of ICEMA.

**K. Final Authority**

The final authority to award Agreements as a result of this RFP rests solely with the ICEMA Governing Board (Board).

**IV. SCOPE OF WORK**

**A. System Analysis**

Following a detailed system review, including stakeholders input, submit an updated Draft Medical Transportation Plan, to include recommendations for design of EOAs based upon, at a minimum, industry standards for patient transportation, a financial analysis, including potential payor sources for each recommended EOA, and consideration of unique geographic areas identified as rural/wilderness areas and/or areas with high seasonal or recreational areas.

1. Analyze and provide system-wide financial data modeling of current and expected revenue potentials for recommended EOAs. Financial modeling should include anticipated funding sources/coverage for San Bernardino County payer mix.
2. Analyze and develop models for exclusivity for: 1) 9-1-1 calls only and/or 2) 9-1-1 and IFTs, including CCTs.
3. Conduct geographically based stakeholder focus groups for information/recommendations relating to design of EOAs to include:
  - First Responders, public and private
  - Transportation providers
  - City Managers and elected officials

- Community leaders
  - Hospital representatives, including administrators and physicians, public and private
  - Skilled nursing organizations, convalescent homes, rehabilitation/long term care facilities
  - Physicians, including specialty hospital physicians (trauma, STEMI, and stroke)
4. Analyze method should utilize ArcGis and geocoding, staffing and financial resources.
  5. Compare and contrast ICEMA existing and recommend EOA design with other comparable medical transportation delivery systems.
  6. Based on information outlined above, recommend proposed EOAs and operating area (non-exclusive).

#### **B. Product To Be Produced**

1. Draft ICEMA Ground Medical Transportation Plan for San Bernardino County. Plan requirements:
  - Transportation Plan, EOA Plan should be cost neutral to San Bernardino County
  - Must comply with all federal, state and county statutes, regulations, and guidelines
  - Recommended EOA design by geographic description:
    - ArcGis geocoding
    - Lat/Long response time polygons
    - Potential costs/revenue sources, including anticipated changes in patient coverage and financial viability of EMS responders in EOA
    - Except for very unique conditions, shall comply with industry/ICEMA established transport timeframes and should comply with applicable statutes, regulations and guidelines and EMSA System and Standards Guidelines
2. Other design recommendations based upon contractor's experience.

#### **V. AGREEMENT REQUIREMENTS**

It is ICEMA's intent that the contractual relationship between the Proposer and ICEMA shall be substantially as set forth in the attached sample Agreement (Attachment H). In developing the proposal, the Proposer should carefully review the sample Agreement and the contractual requirements listed in Section V and take into consideration the rights, obligations, and costs associated therewith. Any change in the sample Agreement or the contractual requirements in Section V, which the Proposer desires, must be specified in the proposal or the requested change will be deemed to have been waived.

##### **A. General**

###### **1. Legality and Severability**

The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

###### **2. Iran Contracting Act of 2010**

**(Applicable for all RFP/Bids of one million dollars (\$1,000,000) or more).** In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

**3. Taxes**

ICEMA is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Proposer or on any taxes levied on employee wages. ICEMA shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to ICEMA pursuant to the Agreement.

**4. Representation of ICEMA**

In the performance of the Agreement, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA or the County of San Bernardino.

**5. Proposer Primary Contact**

The Proposer will designate an individual to serve as the primary point of contact for the Agreement. Proposer or designee must respond to ICEMA inquires within two (2) business days. Proposer shall not change the primary contact without written notification and acceptance of ICEMA. Proposer will also designate a back-up point of contact in the event the primary contact is not available.

**6. Change of Address**

Proposer shall notify ICEMA in writing of any change in mailing address within ten (10) business days of the change.

**7. Subcontracting**

Proposer agrees not to enter into any subcontracting contracts for work contemplated under the Agreement without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as Proposer. Proposer shall be fully responsible for the performance and payments of any subcontractor's contract.

**8. Agreement Assignability**

Without the prior written consent of ICEMA, the Agreement is not assignable by Proposer either in whole or in part.

**9. Agreement Amendments**

Proposer agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Proposer and ICEMA.

**10. Termination for Convenience**

ICEMA for its convenience may terminate this Agreement in whole or in part upon ten (10) calendar day's written notice. Such adjustment shall provide for payment to the Proposer for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Proposer shall promptly discontinue services unless the notice directs otherwise. Proposer shall deliver promptly to ICEMA and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**11. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to

those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V, Paragraph B-1 - Indemnification.

**12. Venue**

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

**13. Electronic Fund Transfer Program**

Proposer shall accept all payments from ICEMA via electronic funds transfer (EFT) directly deposited into the Proposer's designated checking or other bank account. Proposer shall promptly comply with directions and accurately complete forms provided by ICEMA required to process EFT payments.

**14. Licenses, Permits and/or Certifications**

Proposer shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Proposer shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Proposer will notify ICEMA immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of this Agreement.

**15. Prevailing Wage Laws**

By its execution of this Agreement, Proposer certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Proposer agrees to fully comply with such Prevailing Wage Laws. Proposer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Proposer's principal place of business and at the project site. Proposer will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Proposer shall defend, indemnify and hold ICEMA and the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

**16. Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Proposer shall notify ICEMA within one (1) working day, in writing and by telephone.

**17. Conflict of Interest**

Proposer shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, San Bernardino County and ICEMA. Proposer shall make a reasonable effort to prevent employees, Proposers, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event ICEMA or San Bernardino County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed, by ICEMA or San Bernardino County and such conflict may constitute grounds for termination of the Agreement. This provision shall not be construed to prohibit employment of persons with whom Proposer's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**18. Improper Consideration**

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA or San Bernardino County in an attempt to secure favorable treatment regarding this Agreement.

ICEMA or San Bernardino County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA or San Bernardino County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Proposer shall immediately report any attempt by an ICEMA employee or San Bernardino County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

**19. Employment of Former ICEMA or County Officials**

Proposer agrees to provide or has already provided information on former ICEMA or San Bernardino County administrative officials (as defined below) who are employed by or represent Proposer. The information provided includes a list of former county administrative officials who terminated ICEMA or county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Proposer. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**20. Inaccuracies or Misrepresentations**

If in the administration of an Agreement, ICEMA determines that Proposer has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to ICEMA during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

**21. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Proposer pursuant to this Agreement shall be considered property of ICEMA upon payment for services (and product, if applicable). All such items shall be delivered to ICEMA at the completion of work under this Agreement, subject to the requirements of Section V, Paragraph A-10 (Termination for Convenience). Unless otherwise directed by ICEMA, Proposer may retain copies of such items.

**22. Copyright**

ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Agreement including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Agreement shall acknowledge the ICEMA as the funding agency and Proposer as the creator of the publication. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Proposer in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement must be filed with ICEMA prior to publication.

**23. Invoices**

Proposer shall provide ICEMA itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month.

**24. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Proposer's relationship with ICEMA may be made or used without prior written approval of ICEMA.

**25. Damage to ICEMA Property, Facilities, Buildings or Grounds**

The Proposer shall repair, or cause to be repaired, at its own cost, all damage to ICEMA vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Proposer or employees or agents of the Proposer. Such repairs shall be made immediately after Proposer becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Proposer fails to make timely repairs, ICEMA may make any necessary repairs. The Proposer, as determined by ICEMA, for such repairs shall repay all costs incurred by ICEMA, by cash payment upon demand or ICEMA may deduct such costs from any amounts due to the Proposer from ICEMA.

**26. Air, Water Pollution Control, Safety and Health**

Proposer shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Agreement.

**27. Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Agreement, the Proposer agrees that the Proposer and the Proposer's employees, while performing service for ICEMA or the County, on ICEMA or County property, or while using ICEMA or County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Proposer or Proposer's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Proposer shall inform all employees that are performing service for ICEMA on ICEMA or County property, or using ICEMA or County equipment, of the ICEMA and the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for ICEMA or the County.

ICEMA may terminate for default or breach of this Agreement and any other Agreement the Proposer has with ICEMA, if the Proposer or Proposer's employees are determined by ICEMA not to be in compliance with above.

## **28. Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

## **29. Disclosure of Criminal and Civil Proceedings**

ICEMA reserves the right to request the information described herein from the Proposer selected for Agreement award. Failure to provide the information may result in a disqualification from the selection process and no award of Agreement to the Proposer. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Agreement.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**30. Artwork, Proofs and/or Negatives**

All artwork, proofs and/or negatives in either print or digital format for this product are the property of ICEMA. These items must be returned to ICEMA within ten (10) days, upon written notification to the Proposer. In the event of a failure to return the documents, ICEMA is entitled to pursue any available legal remedies. In addition, the Proposer will be barred from all future solicitations, for a period of at least six (6) months.

**31. American-Recovery and Reinvestment Act Funding (ARRA)**

**Use of ARRA Funds and Requirements**

This Agreement may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three (three) limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to ICEMA for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Proposer must contact the ICEMA contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Proposer will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that ICEMA may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Proposer agrees to fully cooperate in providing information or documents as requested by ICEMA pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Agreement.

Proposer may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Proposer must contact ICEMA with any questions regarding registration requirements.

**Schedule of Expenditure of Federal Awards**

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Proposer agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that

separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Proposer agrees to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Proposer may be required to provide detailed information regarding expenditures so that ICEMA may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Proposer agrees to fully cooperate in providing information or documents as requested by ICEMA pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Agreement.

#### **Whistleblower Protection**

Proposer agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of an Agreement relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency Agreement (including the competition for or negotiation of an Agreement) awarded or issued relating to ARRA funds.

*Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.*

### **B. Indemnification and Insurance Requirements**

#### **1. Indemnification**

The Proposer agrees to indemnify, defend (with counsel reasonably approved by ICEMA and San Bernardino County) and hold harmless ICEMA and San Bernardino County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by ICEMA or San Bernardino County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Proposer indemnification obligation applies to ICEMA and San Bernardino County's "active" as well as "passive" negligence but does not apply to ICEMA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

#### **2. Basic Insurance Requirements Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming ICEMA, San Bernardino County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for ICEMA to vicarious liability but shall allow coverage for ICEMA and San Bernardino County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**Waiver of Subrogation Rights**

The Proposer shall require the carriers of required coverages to waive all rights of subrogation against ICEMA or San Bernardino County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Proposer and Proposer's employees or agents from waiving the right of subrogation prior to a loss or claim. The Proposer hereby waives all rights of subrogation against ICEMA and San Bernardino County.

**Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by ICEMA.

**Severability of Interests**

The Proposer agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Proposer and ICEMA or between ICEMA and any other insured or additional insured under the policy.

**Proof of Coverage**

The Proposer shall furnish certificates of insurance to ICEMA evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department(s) and Proposer shall maintain such insurance from the time Proposer commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the Proposer shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

**Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

**Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**Failure to Procure Coverage**

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, ICEMA has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by ICEMA will be promptly reimbursed by the Proposer or ICEMA payments to the Proposer(s)/Applicant(s) will be reduced to pay for County purchased insurance.

**Insurance Review**

Insurance requirements are subject to periodic review by ICEMA and San Bernardino County, Department of Risk Management. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of ICEMA. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or

coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against ICEMA, inflation, or any other item reasonably related to ICEMA's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Proposer agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of ICEMA to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of ICEMA.

### 3. **Insurance Specifications**

The Proposer agrees to provide insurance set forth in accordance with the requirements herein. If the Proposer uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Proposer agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Proposer shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

#### **Workers' Compensation/Employers Liability**

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Proposer and all risks to such persons under this Agreement.

If Proposer has no employees, it may certify or warrant to ICEMA that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by ICEMA's Director of Risk Management.

With respect to Proposers that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

#### **Commercial/General Liability Insurance**

The Proposer shall carry General Liability Insurance covering all operations performed by or on behalf of the Proposer providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Personal Injury
- b. Contractual liability
- c. \$2,000,000 general aggregate limit

#### **Automobile Liability Insurance**

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Proposer is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Proposer owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**Professional Services Requirements**

**Professional Liability** - Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

**Errors and Omissions Liability Insurance** with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

ICEMA, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Proposer in the delivery of services provided under this Agreement. Proposer shall give full cooperation, in any auditing or monitoring conducted. Proposer shall cooperate with ICEMA in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by ICEMA.

In the event ICEMA determines that Proposer’s performance of its duties or other terms of this Agreement are deficient in any manner, ICEMA will notify Proposer of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Proposer shall remedy any deficiency within forty-eight (48) hours of such notification, or ICEMA at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Proposer under this Agreement or otherwise.

**2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by ICEMA representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

## VI. PROPOSAL SUBMISSION

### A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the vendor at any time prior to the scheduled deadline for submission of the proposal or bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of the response:

#### NOTICE

"The data on pages\_\_\_\_\_ of this proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that ICEMA determines is proper under federal, state, and local law."

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

ICEMA assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to ICEMA a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. ICEMA

will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

## **B. Proposal Presentation**

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and nine (9) copies, for a total of ten (10), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II (Proposal Timeline). The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date. **PROPOSER MUST ALSO COMPLETE THE ATTACHED FEE PROPOSAL SHEET (ATTACHMENT F), AND ENCLOSE IT IN A SEPARATE SEALED ENVELOPE TO BE SUBMITTED AS PART OF THE PROPOSAL.**
3. Hand carried proposals may be delivered to the address identified in Section I, Paragraph F, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by ICEMA. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

ICEMA reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

## **C. Proposal Format**

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page** - Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Proposer.
2. **Table of Contents** - All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
3. **Statement of Experience**  
Include the following in this section of the proposal:
  - a. Business name of the prospective Proposer and legal entity such as corporation, partnership, etc.
  - b. Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
  - c. A brief summary of the relevant qualifications and experience in providing the services solicited in this RFP.
4. **Minimum Proposer Requirements**  
Complete, initial, and sign Attachment B.
5. **Exceptions to RFP**  
Complete Attachment C.

6. **Statement of Certification** (Attachment D) - Include the following in this section of the Proposal:
  - a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
  - b. A statement that all aspects of the proposal, including the fee proposal, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
  - c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle ICEMA to pursue any remedy by law.
  - d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and an Agreement awarded.
  - e. A statement that the Proposer agrees to provide ICEMA with any other information ICEMA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and
  - f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.
  
7. **References**

Provide three (3) references from other agencies that you have established an Agreement with on a project of this nature, of same or similar size. Provide Contact Name, Address, Phone Number, and dates services were provided on Attachment E.
  
8. **Proposal Description**

Provide a detailed description of the proposal being made.

  - a. The proposal should address, but is not limited to, all terms in Section IV.
  - b. The proposal should include the following:
    - i. A brief synopsis of the Proposer's understanding of ICEMA's needs and how the Proposer plans to meet these.
    - ii. A concise statement of the services (and product, if applicable) proposed.
    - iii. An explanation of any assumptions and/or constraints.
  
9. **Project Team Organization Chart**

Project Team Organization Chart shall clearly show the organization of the team and the hierarchy of the members. It must include:

  - a. Organizational framework for the proposed Project team.
  - b. Company name and key staff name for each role identified in the chart.
  
10. **Work Plan and Schedule**

Include the following:

  - a. Summary of management/work plan for this Project;
  - b. Project schedule: Work plan shall include estimated project milestone dates through all phases of the Scope of Work.
  
11. **Statement of Qualifications**

Include the following in this section of the proposal:

  - a. Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
  - b. Statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's ability to perform this Agreement.
  - c. A list of references with which Proposer has provided similar services during the last five (5) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who ICEMA can call in order to verify the quality of services your organization/firm has provided.

- d. Resumes of key Project team members.
- e. Provide project profiles that directly relate to this Project in terms of size and scope. The project profiles shall clearly indicate the scope of services Proposer provided for that project.

**12. Licenses, Permits and/or Certifications**

Provide copies of all licenses, permits and/or certifications as required under Section V, Paragraph A-14.

**13. Cost**

Complete proposed pricing on Attachment F and enclose it in a separate sealed envelope to be submitted as part of the proposal.

**14. Employment of Former ICEMA Officials**

Provide information on former ICEMA or County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former ICEMA or county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "ICEMA or county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any ICEMA employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

**15. Insurance**

Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

**VII. PROPOSAL EVALUATION AND SELECTION**

**A. Initial Review**

All proposals will be initially evaluated by Department staff to determine if they meet the following minimum requirements:

1. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
2. Prospective Proposers must meet the requirements as stated in the Minimum Proposer requirements as outlined in Section I, Paragraph C. Failure to meet all of these requirements will result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by ICEMA to be immaterial or inconsequential, ICEMA may chose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or ICEMA may elect to waive the deficiency and accept the proposal.

**B. Evaluation Committee**

ICEMA will establish an Evaluation Committee with responsibility for reviewing all proposals that meet the Minimum Proposer requirements outlined in Section I, Paragraph C and conducting the reviews, evaluations, and scoring described in Section VII. In addition, the Evaluation Committee, may, in its sole discretion, utilize outside experts and financial consulting or reporting services to assist in the evaluation process.

1. Metro/Urban Fire Chief
2. Rural/Wilderness Fire Chief
3. Metro/Urban Private Sector Ambulance Company
4. Rural/Wilderness Private Sector Ambulance Company
5. CAO Fiscal Analyst
6. Representative of the Hospital Association of Southern California, Inland Empire
7. An EMS Administrator from Outside of the ICEMA Region

### **C. Evaluation of Proposals**

Proposals meeting the requirements of Section VII, Paragraph A, will be evaluated by the Evaluation Committee as follows:

1. **Qualifications Evaluation** - The Evaluation Committee will conduct an evaluation of all proposals under the criteria set forth in Section VII, Paragraph D. The Evaluation Committee will rank all proposals and reject any proposals that do not meet the minimum qualifications as stated in this RFP.
2. **Fee Proposals** - Following a ranking of the proposals, the Evaluation Committee will open all fee proposals. The Evaluation Committee will not alter the ranking of the proposals once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Proposer.

Recommendation - Following the completion of evaluations by the Evaluation Committee and the scoring of Proposals in accordance with this section, the Evaluation Committee will make a recommendation for award of a Proposer Agreement and Department Staff will enter into negotiations with the Proposer. The final decision to award any Agreement as a result of this RFP process rests solely with the ICEMA Governing Board. In certain situations, the Board may authorize the Chief Executive Officer (CEO) and/or the Purchasing Agent to award Agreements.

### **D. Evaluation Criteria**

1. No proposal shall be rejected if it contains a minor irregularity, defect, or variation if the irregularity, defect or variation is considered by ICEMA (at ICEMA's sole discretion) to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation, or ICEMA may elect to waive the deficiency and accept the Proposal.
2. The successful Proposer will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. ICEMA will use the following criteria in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance. The Evaluation Committee will use a weighted scoring system listed below:
  - a. Responsiveness to RFP 10 points
  - b. Professional reputation of firm 10 points
  - c. Depth and breadth of experience relative to this project 50 points
  - d. Adequacy of firm's support staff or sub-consultants 10 points
  - e. Proven experience in meeting schedules 5 points
  - f. Accuracy of firms cost estimates 5 points
  - g. Experience with local governmental approval agencies 10 points
3. The Evaluation Committee may contact any of the Proposer's client references to discuss the Proposer's qualifications and past performance. The results of any such reference checks will be considered in the evaluation and scoring of proposals.

4. ICEMA may also contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; request an oral presentation of any or a select few proposers; and seek and review any other information deemed pertinent to the evaluation process.

**E. Negotiations**

1. Following the evaluation process, the most qualified firm will be selected and negotiations will be held with that firm. If negotiations are not successful, ICEMA will so notify the firm, and commence negotiations with the next rated firm, and so on.
2. After negotiations are complete, the Agreement will be presented to the ICEMA Governing Board for approval. In certain situations, the Board may authorize the San Bernardino County Chief Executive Officer (CEO) and/or the Purchasing Agent to award Agreements. Once the Board has taken action, the selected Proposer will be notified in writing.

**F. Award**

Agreement(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual Agreement may result in cancellation of the award.

**G. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the Agreement, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure of ICEMA to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director  
County of San Bernardino  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760

The San Bernardino County Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Agreement. The decision of the County Purchasing Agent shall be deemed final.

**ATTACHMENT A - COVER PAGE**

PROPOSER'S NAME (*name of firm, entity, or organization*):

\_\_\_\_\_  
\_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

\_\_\_\_\_

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

\_\_\_\_\_

MAILING ADDRESS:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PROPOSER'S ORGANIZATIONAL STRUCTURE

Corporation     Partnership     Proprietorship     Joint Venture

Other (explain): \_\_\_\_\_

If Corporation,    Date Incorporated: \_\_\_\_\_ State Incorporated: \_\_\_\_\_

States Registered in as foreign corporation:

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

\_\_\_\_\_  
\_\_\_\_\_

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTACHMENT B - MINIMUM PROPOSER REQUIREMENTS**

The following requirements apply to all prospective Proposers.

	<b>Requirement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation)</b>
1.	Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent Agreement performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.		
2.	Be independent companies with no ties to any companies listed in the "Scope of Work" section of this document (Section IV).		
3.	Have the ability to maintain adequate files and records and meet statistical reporting requirements.		
4.	Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.		
5.	Have a minimum of three (3) continuous years of experience providing this type of service.		
6.	Provide a minimum of three (3) references from other customers, one (1) of which should be a government agency, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide EMS/ground medical transportation system design and consulting services as outlined in this RFP. All references must have names, titles and phone numbers.		
7.	Meet other presentation and participation requirements listed in this RFP.		

SIGNED \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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**ATTACHMENT C - EXCEPTIONS TO RFP**

PROPOSER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

I have reviewed the RFP, General Agreement Terms and Sample Agreement in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

**Name of Authorized Representative** \_\_\_\_\_

**Signature of Authorized Representative** \_\_\_\_\_

**Date** \_\_\_\_\_

**ATTACHMENT D - STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to ICEMA.

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation)</b>
1.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of the proposal, including the fee proposal, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle ICEMA to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and an Agreement awarded.		
5.	Proposer agrees to provide ICEMA with any other information ICEMA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		

**ATTACHMENT E - REFERENCES**

<b>Name of Agency</b>	<b>Contact Name/Address</b>	<b>Phone Number</b>	<b>Dates services provided (from/through*)</b>

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

\*Enter "**Present**" if still providing the services (Example: 10/08/03/present).

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**ATTACHMENT F - FEE PROPOSAL SHEET(S)**

Project No. ICEMA13-ICEMA-0059

Ground Medical Transportation System Design Project

Proposer's All-Inclusive Fee \$ \_\_\_\_\_  
(Including reimbursable expenses, such as  
travel costs, printing costs, etc.)

Proposed Man Hours for Design \_\_\_\_\_ Man Hours  
(including estimated man hours for agency(ies) reviews)

Proposed Schedule for Design \_\_\_\_\_ Weeks  
(including estimated agency(ies) reviews)

Estimate of all costs \$ \_\_\_\_\_

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
(Firm)

Proposer must complete this form.

**ATTACHMENT G - PROPOSAL CHECKLIST**

**Use this checklist to ensure that all items requested have been included.**

<b>Items Completed</b>		<b>Page (s)</b>
1.	Attachment A - Cover Page	
2.	Attachment B - Minimum Proposer Requirements	
3.	Attachment C - Exceptions to RFP	
4.	Attachment D - Statement of Certification	
5.	Attachment E - References	
6.	Attachment F - Fee Proposal Sheet <b>(in separate sealed envelope)</b>	
7.	Licenses/Certifications	

**ATTACHMENT H - SAMPLE AGREEMENT**

**SEE ATTACHED FILE**