



PURCHASING DIVISION

RFP 2010-03

**SPECIALIZED BOARD AND CARE
SERVICES FOR ADULT/OLDER ADULT MENTAL
HEALTH CONSUMERS,
COUNTY OF KINGS**

**RFP DUE
September 30, 2009
AT OR BEFORE 2:00 P.M.**

August 4, 2009

NOTICE TO PROPOSERS

Notice is hereby given that the County of Kings will receive sealed proposals for the work to be done as described in the document entitled:

**Request for Proposal No. 2010-03
Specialized Board and Care for Adult/Older Adult Mental Health Consumers,
County of Kings**

Proposals must be sealed and filed in the Purchasing Department located in the County of Kings Purchasing Division, Information Technology Department, Bld 6, 1400 W. Lacey Blvd, Hanford CA 93230, at or before 2:00 P.M. on, September 30, 2009

RFP documents may be obtained in the Purchasing Division at the address indicated above. If further information is needed, contact Dan Willhite, Purchasing Manager, telephone: (559) 582-3211, ext 2589, or by email at dan.willhite@co.kings.ca.us .

The County reserves the right to reject any and all proposals, waive any informality in the bidding process, and consider quality and convenience as well as price in the awarding of any contracts resulting from this solicitation.

Daniel Willhite, Purchasing Manager, County of Kings
in the name of: Board of Supervisors

TABLE OF CONTENTS

- DEFINITIONS**
- SECTION 1 INTENT OF RFP**
- SECTION 2 SCOPE OF WORK**
- SECTION 3 INSTRUCTIONS TO BIDDERS**
- SECTION 4 GENERAL PROVISIONS**
- SECTION 5 SPECIAL PROVISIONS**
- SECTION 6 PROPOSAL INSTRUCTIONS**
- SECTION 7 BASIS OF AWARD**
- ATTACHMENTS**
- EQUAL OPPORTUNITY COMPLIANCE**

DEFINITIONS

Bidder - A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract.

Bonds –

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor..

Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Bidder's proposal to compensate the County for damages it might suffer if successful bidder refuses to execute the contract that may be derived from their proposal. Generally, the face amount is 10% of the amount of Bidder's bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the "Scope of Work". The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal. Generally the bond is for the full amount of the project.

Payment Bond – A bond to protect sub-contractors and suppliers. It ensures that the surety backing the bond will pay the sub-contractors and suppliers if the general contractor does not.

Closing Date/Time - The day and time the Request for Proposal must be received in the office of the Purchasing Manager – Information Technology Division for acceptance.

Contract - Comprises the Request for Proposal (RFP), any addenda thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

Contractor - The Bidder awarded the Contract derived from this RFP.

County - The County of Kings, a political subdivision of the State of California.

Deliverable - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the Scope of Work.

Discount - A percentage amount allowed off invoices for prompt payment.

Evaluation Committee - A committee established to review and evaluate proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Administrative Services-Support Services Division.

Formal Date of Award - Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

Goals/Tasks - A discrete unit of work to be performed.

Joint Ventures - Two or more corporations or entities that form a temporary union for the purpose of the RFP.

May – Indicates something that is not mandatory but permissible.

Must/Shell – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

Notice of Intent to Award - Letter sent by County to all participating Bidders advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Contract to the apparent successful Bidder as recommended by the Evaluation Committee.

Objectives/Sub-Tasks - Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the "Scope of Work".

Prime Contractor - The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, Joint Ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Deadline - The closing date associated with this proposal.

Proprietary – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

Scope of Work - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Subcontractors - Any person, entity or organization, to which Contractor or County has delegated any of its obligations hereunder.

Tasks – A discrete unit of work to be done.

SECTION 1

INTENT OF THE REQUEST FOR PROPOSAL

1.1. INTRODUCTION

The County of Kings' Behavioral Health Administration (BHA) is soliciting a proposal for the provision of an Adult and Older Adult Residential Living Center (RLC) in Kings County.

Kings County Behavioral Health Administration is committed to ensuring that it provides quality, cost effective, and evidence based services to resident in the community with minimal environmental restrictions possible, while ensuring client safety.

The Mission of BHA is to promote, support, and invest in the wellness and recovery of individual living in the communities of Kings County by creating opportunities to contribute, learn, work, and find hope in each day.

Currently there is a need for a residential living center in within our community. A residential living center is needed for clients that currently require 24-hour services and support in order to provide program services that will assist them in a successful transition into independent living back in the community.

Interested applicants/providers should be able to demonstrate a strong capacity to understand the unique needs of adults and older adults with mental illness, to develop strong collaborative partnerships with key stakeholders, programs and services and be able to provide support services to residents in order to assist the participants in successfully transitioning from residential care to independent living in the community. Applicants/providers will be required to have a license for Residential Care for adults and older adults in Kings County, and or have the ability to become licensed.

1.2. BACKGROUND INFORMATION

BHA has a county mental health plan implemented by a mental health services network. The mental health services network places clients in Skilled Nursing Facilities designed as Institutions for Mental Diseased (IMD's), and/or Mental Health Rehabilitation Centers (MHRC's) which are located outside of Kings County. These facilities are capable of treating a variety of behaviors including excessive intrusiveness, inability to provide self-care, excessive aggression or assault, wandering/running away, and need for skilled nursing. All BHA clients currently in IMD's and/or MHRC's have most or all of these behaviors/issues. These out-of-county placements occur only after it has been determined that local efforts and services are not able to provide adequate care necessary for our client's safety, due to the lack of available residential beds in Kings County.

Currently, there are a number of clients in out-of-county residential living centers. The overall goal of the department is to bring at least 15 clients requiring RLC placement back to Kings County. This will allow case managers, clinicians, and psychiatrist of the mental health services network to have ongoing contact with our clients and to provide mental health services and support to assist clients in moving toward independent living in the community.

An Out-of-County Placement Program has been developed to allow for progressive levels of service to be utilized before an IMD or RLC placement is considered. This program will consist of the following components:

Out of count placement case management team- This is team of case managers, supervisors, and program managers from Kings View Mental Health and may at times include representative from BHA, Kings County Public Guardian Office. All clients in out-of county placements, whether in an IMD, MHRC or lower level of care, are followed by this team. Discussions occur on a regular basis about the progress

and plans of each patient, and the possibility of stepping them down when appropriate to a lower level, less restrictive environment. The out-of-county case manager travels to each of the out-of-county treatment sites on a bimonthly bases, and on the average clients are seen every 2 months. The case manager is assigned to all out of county clients in order to provide ongoing contract, assessment, continuity of care, and smooth transition when transfers occur. In addition, this case manager actively evaluates and seeks lower levels of care to step clients down when they are ready.

Placement Committee There are representative from the mental health services network. This team is tasked with looking at all current out-of-county placements to review client progress and possible return to the community. In addition, this team reviews the current clients in our community who may benefit from a higher level of care, or when they may be no longer able to manage in less restrictive environments.

Multi-Disciplinary Team- A Multi-Disciplinary Team meeting is held regularly to discuss clients who have had multiple PHF admissions, difficult cases with unmanageable behaviors in the community, and those clients that are bring considered and or recommended for conservatorship. The team consists of the Kings View social workers, clinical supervisor, program mangers, and appropriate designee of BHA when necessary, and representative from the Public Guardian. If there are issues that involve outside agencies, they are invited to attend with permission of the clients as necessary. Examples include law enforcement, substance abuse treatment provider, etc.

Residential Living Center with Transitional Community Integration

The primary goal of the program is to assist clients with the skills necessary to transition from residential care to independent living within the community. The following goals assist clients in achieving this transition:

1. To increase independence in self-care skills
 - a. Assistance in daily living training
 - b. Meal planning-preparation
 - c. Medication routine
 - d. Clothing care/laundrying
 - e. Shopping and money management
 - f. Training on use of public transit systems
2. To increase pre-vocational skills and knowledge of community resources
 - a. Vocational exploration
 - b. Volunteer activities
 - c. Work related behaviors (following instructions, punctuality, grooming, and performing job tasks in a timely manner)
3. To increase participation in leisure skill development
 - a. Recreational activities
 - b. Interest inventory
 - c. Exposure to a variety of expressive arts and community cultural activities
 - d. Relaxation and stress management techniques
4. To practice communication and social skills
 - a. Coping strategies
 - b. Self-control and appropriate emotional expression
 - c. Social conduct and communication
 - d. Group interaction
 - e. Reality testing
 - f. Goal-setting
 - g. Role play
5. The residential living center also provides the following supports:
 - a. 24 hour supportive care in a social rehabilitative model that integrates

- psychosocial rehabilitation, medication management, and milieu therapy.
- b. Residents receive weekly small group therapy, dietary consults as required, rehabilitation and medication distribution.
 - c. Direct access to physician care
 - d. Staffing plan that promotes quality resident care
 - e. Assistance with daily living activities and personal hygiene, storing and distributing medications, supervising resident schedule and activities, and monitoring diet
 - f. Staff trained for behavioral management, mental illness, and issues surrounding psychiatric crisis intervention
 - g. Structured daily program of activities and classes with active resident council
 - h. Training in use of community resources and public transit system
 - i. Transportation for medical, dental, vision care, and court appointments
 - j. Work collaboratively with Kings View, Behavioral Health, Public Guardian and other community organizations

The mental health services network works collaboratively with the RLC from placement to discharge. Regular meetings are scheduled with the RLC staff and the client to discuss client progress, and client readiness to develop step down plan for community placement. The client is involved in all stages of planning with an emphasis to provide a step down plan that is client driven.

Target Population:

Services are provided to adults and older adults 18 years and older who have mental illness and are referred by Kings County as needing a residential living center. Clients receiving this service may range from 18 to 71.

Quality of Services

The provider must demonstrate a working understanding of Compliance, Quality Improvement, Quality Assurance, and HIPAA practices in keeping with Department standards on clinical practices.

Cultural Competence of Provider

Where minority populations whose primary language is other than English (e.g., Spanish or Hmong), are being served, the provider must serve those populations with staff who are able to speak the primary language of the clients and understand their cultural practices, beliefs and issues. At a minimum, providers will need to have translation services available to assist the client and the family.

1.3. CONTRACT TERM

The Contract term shall be for a period of one (1) year. The start date will tentatively commence November 1, 2009, with a scheduled completion date of October 31, 2010, with an option to extend for an additional two (2) one (1) year terms, as mutually agreed upon and contingent on appropriate and sufficient funding.

1.4. PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held to allow County staff and the mental health services network to discuss all relevant issues associated with the Request for Proposal and to permit potential Bidders an opportunity to ask questions. A tour of facilities will be offered as well. Attendance is required for all potential Bidders.

The location, date and time will be as follows:

Date: **Wednesday September 9, 2009**
Time: **10 AM**
Location: **Kings County Behavioral Health Administration**
450 Kings County Drive, #106 (suite B)
Hanford, CA 93230

1.5. SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

<u>Activity</u>	<u>Estimated Schedule</u>	<u>Date</u>
1.5.1.	Availability of the Request for Proposal	August 18, 2009
1.5.3.	Pre-Proposal Conference (Mandatory)	September 9, 2009
1.5.4.	Deadline for Submission of Interpretation and/or Written Questions in relationship to the Request for Proposal	September 16, 2009
1.5.5.	Closing Date for the Request for Proposal.	September 30, 2009
1.5.6.	Commencement of review of Request for Proposal by Evaluation Committee	October 7 2009
1.5.7.	Interviews and Oral Presentations	October 16, 2009
1.5.8.	Evaluation Committee's recommendation to enter into into contract negotiation	October 19, 2009
	Notice of Formal Award of Bid	October 21, 2009
	Contract Finalized	October 27, 2009
1.5.9.	Contract Performance to Commence	November 1, 2009

SECTION 2

SCOPE OF WORK

2.1. SCOPE OF WORK

Describe in detail the methods and scope of the approach you would take to performing the following services for the County of Kings:

The primary goal of the program is to assist clients with the skills necessary to transition from residential care to independent living within the community. The following goals assist clients in achieving this transition:

1. To increase independence in self-care skills
 - a. Assistance in daily living training
 - b. Meal planning-preparation
 - c. Medication routine
 - d. Clothing care/laundrying
 - e. Shopping and money management
 - f. Training on use of public transit systems
2. To increase pre-vocational skills and knowledge of community resources
 - a. Vocational exploration
 - b. Volunteer activities
 - c. Work related behaviors (following instructions, punctuality, grooming, and performing job tasks in a timely manner)
3. To increase participation in leisure skill development
 - a. Recreational activities
 - b. Interest inventory
 - c. Exposure to a variety of expressive arts and community cultural activities
 - d. Relaxation and stress management techniques
4. To practice communication and social skills
 - a. Coping strategies
 - b. Self-control and appropriate emotional expression
 - c. Social conduct and communication
 - d. Group interaction
 - e. Reality testing
 - f. Goal-setting
 - g. Role play

Describe in detail how your program will provide the services and support listed below.

The residential living center also provides the following supports:

- a. 24-hour supportive care in a social rehabilitative model that integrates psychosocial rehabilitation, medication management, and milieu therapy.
- b. Residents receive weekly small group therapy, dietary consults as required, rehabilitation and medication distribution.
- c. Direct access to physician care
- d. Staffing plan that promotes quality resident care
- e. Assistance with daily living activities and personal hygiene, storing and distributing medications, supervising resident schedule and activities, and monitoring diet
- f. Staff trained to behavioral management, mental illness, and issues surrounding

- psychiatric crisis intervention
- g. Structured daily program of activities and classes with active resident council
- h. Training in use of community resources and public transit system
- i. Transportation for medical, dental and vision care
- j. Work in a collaborative manner with Behavioral Health, Public Guardian and other community organizations.
- k. It is expected that the Provider will transport clients to Kings View for psychiatric treatment and an RLC staff person will attend appointments.

Describe in detail how your program will collaborate with the Kings County mental health services network to ensure the following:

Kings County mental health services network will work collaboratively with the RLC from placement to discharge. Regular meetings are scheduled with the facility and the client to discuss client progress, and client readiness and to develop step down plan for community placement. The client is involved in all stages of planning with an emphasis to provide a step down plan that is client driven.

Describe in detail your anticipated outcomes for transitioning residents from RLC to semi-independence or independent living and include data if available.

Contractor Capabilities

Section 4 shall be a maximum of six pages (not including resumes) entitled "Contractor Capabilities", and shall include a description of the proposing Provider's resources, experience, and capabilities as listed below for successfully developing and completing this project as well as resumes of the staff to be assigned to the project and shall briefly describe related past projects completed along with a discussion comparing similarities with this proposed program. Section 4 shall also contain professional references, including names and telephone numbers for each sample project. Submit in the order identified below:

- a. Background and Experience. In this section, describe your Provider's background, its organizational structure, site or sites, identify decision-making roles, and why this is advantageous to the project. Describe the roles and background of the design team leader and key team members. Describe the Provider's demonstrated experience in developing adult/older adult's mental health services.
- b. Key Personnel. Provide resumes describing the background and qualifications of key personnel your Provider would use on this project, including any subcontractors that are considered as key personnel on this project.
- c. Scheduling. Delineate the project scheduling process your Provider uses. Use some or all of the projects in the Experience Summary section, as well as other projects (if necessary), as specific examples, which demonstrate your ability to deliver your work

2.2. SPECIFIC COMPLIANCE

Candidates must have the ability to become licensed by the Community Care Licensing Bureau for Residential Care for Adults and Older Adults.

It will be the responsibility of the candidates to also obtain any necessary conditional use permits (CUP) if required.

SECTION 3

INSTRUCTIONS TO BIDDERS

3.1. REQUEST FOR PROPOSAL CLOSING DATE

The proposal must be received in the Kings County Purchasing Division, Information Technology Department, at or before 2:00 p.m. on September 30, 2009. Proposals shall be presented under sealed cover. Clearly identified on the outside to read:

Name of the bidder
Address of the bidder
Subject of the Proposal
Request for Proposal Number
Proposal Submittal Deadline Date and Time

For the purposes of this proposal, the time specified will be as defined by **the official time clock in the Purchasing Division, 1400 W. Lacey Blvd, Hanford, CA 93230. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline.** Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

Kings County Purchasing Division
Att: Dan Willhite, Purchasing Manager
1400 W. Lacey Blvd., Bld 6
Hanford, California 93230

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such proposal.

3.2. ANNOUNCEMENT OF PROPOSALS

All proposals received by the published date and time for submission will be publicly announced at the Purchasing Division at 1400 W. Lacey Blvd, Bld 6, Hanford, California 93230. The name of each Bidder will be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. Representatives from organizations submitting proposals may be present, but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

3.3. INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section "SCHEDULED ACTIVITIES". No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written addendum, issued by the Department of Administrative

Services-Support Services Division to each firm in receipt of the Request for Proposal and shall be incorporated in the proposal.

The Bidder shall sign and date the addendum and submit same with the proposal. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

The Bidder may FAX requests to 559-584-8371, or mail to:

Kings County Purchasing Division
Att: Dan Willhite, Purchasing Manager
1400 W. Lacey Blvd, Bld 6
Hanford, California 93230

All inquiries shall be directed to the designated County staff person shown above. Contact with any other County personnel, any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

3.4. DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

Discussions may be conducted with Bidders, who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders to anyone outside the Evaluation Committee. The purpose of such discussions shall be to examine Bidders:

- Qualifications.
- Proposed method of performance.
- Proposed personnel and facilities.
- Compensation.

All Bidders submitting a proposal for consideration agree that their company will be willing to enter into a negotiated, final Contract if awarded this proposal. Such negotiated changes will not change the "Scope of Work".

3.5. ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of contract negotiation. The Board of Supervisors will officially decide to select or reject the negotiated contract.

3.6. FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

3.7. RULES FOR WITHDRAWAL OR REVISION OF PROPOSAL

A proposal which is submitted prior to the deadline may be withdrawn or revised anytime prior to,

but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the County of Kings, Purchasing Department – Information Technology Division, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

3.8. SUBCONTRACTING

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal (**Attachment C**, "Subcontractor List"). The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

3.9. JOINT VENTURES

In the event a proposal is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

3.10. CONFIDENTIALITY

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence until the Contract is awarded by the Kings County Board of Supervisors and signed by both parties. THE CONTENTS OF ALL WORKING PAPERS, TRADE SECRETS, PROPRIETARY DATA, AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION AGREEMENT OR AN EVALUATION OF THE PROPOSAL. The County cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable thereunder, if requested by any third party.

The Bidder should clearly mark any of the information within their proposal that is proprietary. In no case will the final cost of the bid proposal be considered proprietary, or any other information not clearly private and proprietary in nature or otherwise generally available as information or technology with the subject trade industry or profession. Designating the entire proposal as proprietary is not acceptable and will not be honored. Submission of a proposal by a Bidder shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Bidder's RFP submittal that has been annotated as proprietary without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forward to County. County shall not be required to contact any bidder for information on behalf of any requesting agency.

Kings County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to this confidential information.

3.11 CONTRACT AGREEMENT - TERMS AND CONDITIONS, STATUTES AND RULES

The proposal itself is only a reference point to the County's standard Contract and is not the legal document itself. The successful Bidder will be required to enter into a negotiated and final

Contract with the County, specifically identifying the "Scope of Work" as well as the County's general terms and conditions. Bidder agrees to incorporate by reference the County's solicited proposal, the Bidder's responding proposal and any other documentation deemed necessary by the County into any Contract that may be derived from this proposal and shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kings. Nothing in this proposal shall be construed to prohibit either party from proposing additional terms and conditions during negotiation of the resulting Contract

CONTRACT TERMS OF PAYMENT

If proposal provides for direct compensation payment by County, such payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF WORK." Payment shall be made in the following manner:

CONTRACTOR/CONSULTANT shall submit periodic itemized invoices, or alternate documentation as deemed appropriate in advance by COUNTY, for services it has provided and for the amount owed under this Contract. In addition to the invoices submitted by the CONTRACTOR/CONSULTANT for payment, CONTRACTOR/CONSULTANT must complete and submit to the COUNTY, Form W-9, "A Request for Taxpayer Identification Number and Certification" (www.irs.gov/pub/irs-pdf/fw9.pdf). Both invoices and the W-9 form shall be forwarded to the COUNTY at the COUNTY address indicated under Section "NOTICES" of the Contract.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by CONTRACTOR/CONSULTANT.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by COUNTY as deemed necessary by COUNTY to properly evaluate or process CONTRACTOR/CONSULTANT'S claim.

Upon approval by COUNTY, the fee due hereunder shall be paid to CONTRACTOR/CONSULTANT within thirty (30) days following receipt of a proper invoice.

NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPRATION/TERMINATION OF CONTRACT

CONTRACTOR/CONSULTANT shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONTRACTOR/CONSULTANT which were provided after the expiration or termination of this Contract.

PRICING CONDITIONS:

It is anticipated that the method and basis for compensating Contractor shall remain in force throughout the term of any agreement resulting from this request for proposal. Any revision sought by either party shall be subject to negotiation for the years following the first contract year, by the County at the County's discretion. The Purchasing Manager shall be the authorized County agent in any such negotiation. The Contractor must provide adequate documentation to substantiate any request for price increase.

Any Contract that may be developed as a result of this proposal will not become legally binding until it has been approved by the Kings County Board of Supervisors and signed by the Chairperson.

SECTION 4

GENERAL PROVISIONS

4.1. GENERAL INFORMATION

- 4.1.1. THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.
- 4.1.2. Each proposal must include the firm's name, address, dated and related data, and signed by a corporate officer, partner of the company, or agent authorized by the organization.
- 4.1.3. Each proposal must be submitted on such forms provided herein (if provided in the proposal). Proposals shall be presented under sealed cover. Clearly identified on the outside to read:

Name of the bidder
Address of the bidder
Subject of the Proposal
Request for Proposal Number
Proposal Submittal Deadline Date

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

- 4.1.4. All proposals shall remain firm for at least sixty (60) days following the proposal closing date. The County reserves the right to withhold an award of the proposal for sixty (60) days from date of closing.
- 4.1.5. All proposal and accompanying documentation submitted by the Bidders will become the property of the County and will not be returned. Proposals shall be based on the material contained in the solicitation. Bidders are instructed to disregard any prospective oral representations it may have received prior to or during the solicitation process.
- 4.1.6. Cost for developing and preparing the proposal is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.
- 4.1.7. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

4.2. DETERMINATION OF BIDDER'S RESPONSIBILITY

4.2.1 Responsible Bidder

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness,

