



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

**REQUEST FOR PROPOSAL  
No. 5509**

**for**

**MIXED MEDIA BACKFILE SCANNING**

**Issued: October 23, 2009  
Due: December 04, 2009**

**Table of Contents**

Section 1.0	General Information and Scope of Work	
1.1	Introduction/Purpose	6
1.2	Background Facility Statistical Summary	7
1.3	Non Mandatory Pre-Proposal Conference	7
1.4	Action Dates	7
1.5	Surety Requirements	8
1.6	Questions Regarding RFP	8
Section 2.0	Instructions to Offerors/Rules Governing Competition	
2.1	Submittal Deadline	9
2.2	Proposal Response	9
2.3	Modification of Proposals	10
2.4	Opening of Proposals	10
2.5	Examination of the Request for Proposal	10
2.6	Proposal Validity	11
2.7	Proposal Content / Format	11
2.7.a	Cover Letter/Signature on Proposal	12
2.7.b	Company Profile and Qualifications	13
2.7.c	Personnel Qualifications	13
2.7.d	Financial Statement	13
2.7.e	References	13
2.7.f	Offeror Understanding	13
2.7.g	Requirements	14
2.7.h	Compliance with County Standard Contract Term And Conditions	14
2.7.i	Compensation	14
2.7.j	Payment Terms	15
2.8	Costs Incurred in Responding	15
2.9	Addenda	16
2.10	Nomenclatures	16
2.11	Confidential and Proprietary Data	16
2.12	Commitments, Warranty and Representations	16
2.13	Proposal Validation / Evaluation Award	17
2.13a	Validation	17
2.13b	Evaluation	18
2.13c	Award	18
2.14	Presentations	19
2.15	Site Visits	19
2.16	Additional Information	19
2.17	Errors / Defects in Proposals	19
2.18	Rejection of Proposals	20
2.19	Cancellation of RFP	20
2.20	Protest Procedures	20
Section 3.0	Requirements / Scope of Work	
3.1	Requirements for System Processing and Environment	22
3.1	Description of Proposed Material	22
3.2	Turnaround	23

3.3	Data Extract	24
3.4	Required Formats	24
3.5	Document Preparation for Scanning	25
3.6	Quality Control	26
3.7	Ownership of Material	26
3.8	Contract Confidentiality	26
3.9	Performance Requirements	26
3.10	Reporting Requirements	27
3.11	Work Site	27
3.12	Access to Documents While off site	27
3.13	Handling and Labeling	28
3.14	Delivery of Images	28
3.15	Pick up and Return Site	28
3.16	Warranties	29
3.17	Service Warranty	29
3.18	Transitional Period	30
3.19	Go Forward Strategy	30
3.20	Hardware	30
3.21	Integration	31
3.22	Implementation Approach Timeline Staffing	31
3.23	System Acceptance	32
	a) System Acceptance	33
	b) Lemon Provision	33
	c) Security	33
	d) Reporting	33
3.24	Support, Maintenance and Warranty Requirements	34
	a) System Maintenance	34
	b) System Documentation	34
	c) Hardware Maintenance	34
	d) Warranty	34
3.25	Business Continuity Plan	34
3.26	Permits	34
3.27	Insurance Requirements	35
3.28	Non-Collusion	35
3.29	Exclusivity	35
3.30	Piggyback Agreement	35
3.31	Performance Bond	35
3.32	Living Wage	36
Section 4.0	County of Ventura Standard Contract	
4.1	Scope of Work	37
4.2	Compensation	37
4.3	Performance Period	37
4.4	Term	37
4.5	Site Preparation	38
4.6	Installation and Delivery Dates	38
4.7	Acceptance Testing	39
4.8	Training	39
4.9	Documentation	40
4.10	Warranty	40
4.11	Patent and Copyright Protection	40
4.12	Date Compliance	41
4.13	Title to Equipment	41
4.14	Force Majeure	42
4.15	Hold Harmless	42

4.16	Insurance Provisions	42
4.17	Taxes	43
4.18	Independent Contractor	43
4.19	Contract Monitoring	43
4.20	Equal Opportunity	44
4.21	Investigation and Research	44
4.22	Termination	44
4.23	Rights in Data	44
4.24	Ownership of Licensed Product	44
4.25	Source Code Escrow	44
4.26	Addenda	45
4.27	Confidentiality	45
4.28	Rights and Remedies of County for Default	45
4.29	Notices	46
4.30	Governing Law	46
4.31	Severability of Contract	46
4.32	Cumulative Remedies	46
4.33	Compliance With Laws	47
4.34	Miscellaneous	47
Proposal Form (Attachment A)		48
Cost Schedule		48
A.	System Hardware	48
B.	Application Software	48
C.	Services	49
D.	Price Schedule	49
Attachment "B" Non-Collusion Affidavit		51
Attachment "C" HIPAA Business Associate Agreement		52
1.	Definitions	52
2.	Obligations of Business Associate	53
3.	Termination	54
4.	Amendment to Comply with Law	55
Attachment "D" Contract Bond.		56
	Bid Surety	57
Attachment "E" Living Wage Declaration of Compliance		58
Attachment "F" Living Wage Application for Exemption		59

## **SECTION 1.0 GENERAL INFORMATION AND SCOPE OF WORK**

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

### **1.1 Introduction/Purpose**

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide a mixed media scanning solution. Proposals shall be due no later than 3:00 p.m. (PST) on December 04, 2009 for the furnishing of mixed media scanning services in accordance with the attached Terms and Conditions, and Instructions to Offerors, which by this reference are made a part hereof. Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents.

The County of Ventura Health Care Agency (HCA) seeks a vendor who can provide a large backfile scanning project to digitize existing hard copy records into formats that may be integrated into an Electronic Medical Record (EMR) or other target systems such as Picture Archive and Communication System (PACS).

- a. The Offeror shall be willing to contractually commit to the contract points identified in the contract requirement section of this RFP.
- b. The Offeror shall be willing to follow designated County and HIPAA privacy and security requirements.

Preference will be given to those who have a minimum of 5 years experience digitizing large volumes of clinical films and hard copy patient/client records and successfully transferring those digitized images into multiple repository systems including best of breed Electronic Medical Record(EMR) systems, Picture Archiving and Communication Systems (PACS) as well as Enterprise Content Management (ECM) systems.

Your response to these questions must be complete, as this will become part of any contractual agreements. We appreciate the investment of time and resources the vendors are making by participating in this process. The review of your product and services will be based primarily on your response to this RFP and the Offeror demonstrations.

The County reserves the right to make an award to a primary vendor for the entire contract or multiple vendors for any combination of the requirements thereof, whichever is in the best interest of the County.

## **SECTION 1.0 GENERAL INFORMATION AND SCOPE OF WORK**

**The County understands that due to rapid changes in technology, there may be advances not addressed by this proposal. County will consider systems that meet the intent of the RFP as indicated above but that may be outside the technical specifications, and encourages such submission.**

### **1.2 Background**

The agency engages in over 1 million patient contacts per year across the entire system. In addition to collecting, or creating the required supporting insurance and clinical documentation paperwork necessary to maintain in both the patient's medical chart as well as their financial jacket, the agency also generates 1.5 million patient hardcopy bills and 1.2 million patient hard copy statements annually. The above figures should be considered a minimum baseline only. Successful offeror should be able to demonstrate their ability to handle high volumes and the timely processing of scanning well above baseline amounts.

### **1.3 Non - Mandatory Pre-Proposal Conference**

A pre-proposal conference will be held at **11:00 A.M.**, Thursday, **November 12, 2009** at the Ventura County Medical Center 3291 Loma Vista Road, Ventura CA 93003.

A conference room location will be made available prior to the pre-proposal conference date. Those Interested parties who plan to attend the non-mandatory pre-proposal conference are asked to call or email prior to the Pre Proposal date for location. Those interested parties who are unable to attend, but plan to participate in the Pre-proposal conference by teleconference. Teleconference phone number and access code will be made available one week prior to pre proposal conference to those interested parties. Contact Ernie Griego, Principal Buyer either by email or phone. Phone number is (805) 654-3798 or by e-mail [ernie.griego@ventura.org](mailto:ernie.griego@ventura.org).

The purpose of this meeting is to clarify requirements and answer Contractor questions. In order to provide comprehensive answers and minimize response time, Offerors are asked to submit questions in writing prior to this conference. Pre-proposal questions should be faxed, e-mail, hand delivered, or delivery service no later than 12 noon Tuesday November 06, 2009 to: Ernie Griego, Principal Buyer at fax (805) 654-3754 or emailed to [ernie.griego@ventura.org](mailto:ernie.griego@ventura.org).

### **1.4 Action Dates**

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

## **SECTION 1.0 GENERAL INFORMATION AND SCOPE OF WORK**

Issue Request for Proposal (RFP)	October 23, 2009
Non Mandatory Pre Conference	November 12, 2009
Last Day for Questions	November 25, 2009
Proposals Due	December 04, 2009
Evaluation-award	TBD
Start Work	TBD

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

### **1.5 Surety Required**

Performance Bond:

A performance bond of 100% of the total amount of the contract shall be required of the successful offeror to ensure satisfactory performance of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in California.

### **1.6 Questions Regarding RFP**

All questions concerning this Proposal may be directed to Ernie Griego at (805) 654 3798 or email to [ernie.griego@ventura.org](mailto:ernie.griego@ventura.org).

Questions must reference the appropriate RFP page and section number, and must be submitted by the deadline set forth in Section 1.3. The County of Ventura will not respond to questions received after the deadline. The County of Ventura's responses to offeror questions will be posted on the County of Ventura website. The County of Ventura reserves the right to amend answers prior to the offer submission deadline.

**Last day for questions is 3:00 P.M. (PST), Wednesday, November 25, 2009**

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

#### **2.1 Submittal Deadline**

Completed proposals should be sealed and clearly marked: Request for Proposal # 5509, for Mixed Media Backfile Scanning System, and must be delivered no later than 3:00 P.M. (PST) Wednesday, December 04, 2009.

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

Please submit one (1) original, marked as "MASTER" and six (6) identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

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

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

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

#### **2.2 Proposal Response**

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

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm.

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

#### **2.3 Modification of Proposals**

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

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

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

#### **2.4 Opening of Proposals**

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

#### **2.5 Examination of the Request for Proposal**

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

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

#### **2.6 Proposal Validity**

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

Proposals submitted hereunder shall be firm for one hundred eighty (180) calendar days from the due date unless otherwise qualified.

#### **2.7 Proposal Content/Format**

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

Please note: Some items require that the offeror provide a detailed response and/or attachments.

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

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

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and 6 (six) copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post consumer paper and be duplexed when possible. In addition, **Offeror shall submit one (1) copy of proposal response in an electronic format, Word, Excel And PDF format on a CD.**

#### **a. Cover Letter/Signature on Proposal**

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

The cover letter shall designate a person or persons who may be contacted

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, fax number and email address.

b. **Company Profile and Qualifications**

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

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
  - Organization Chart
  - Brief description of organization.
  - Interfaces to/integration with other systems, names of systems and other vendor's
  - Brief description of your company's involvement in the health care and insurance fields.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
7. Company background/history and why Proposer is qualified to provide the services described in this RFP.
  - Provide a list of all clients gained in the last three years, including date each was gained. What is the perceived reason for the change in vendors? Which vendor was replaced by your services?
8. Length of time Proposer has been providing services described in this RFP.
9. Proposer's Dun and Bradstreet number.
10. Proposer's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

c. **Personnel Qualifications**

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

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

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

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

d. **Financial Statement**

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

e. **References**

Offerors should provide a minimum of three (3) references from similar projects performed within the last three years. In addition include all local government (Southern California) references. Information provided shall include:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Technical environment;
5. Staff assigned to reference engagement that will be designated for work per this RFP;
6. Client project manager name and telephone number.
7. Annual volumes processed for those users,

f. **Offeror Understanding**

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

g. **Requirements**

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

Response on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations. Please note items will require submission of additional documentation.

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

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

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

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

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

Deviations considered excessive by the County may reduce or eliminate an Offeror.

i. **Compensation**

In this section, the Offeror shall provide costing information for the entire project construction, and implementation. As volumes may affect pricing, please indicate what fixed price tiers you would offer based on volumes. Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All costs must be detailed.

Service components (i.e. project management, implementation, etc.) should be itemized by personnel, projected hours and duration of assignment or task.

- \* Project Management
- \* Implementation
- \* Conversion of Records
- \* Documentation
- \* Other costs (please specify)
- \* Other recurring costs (please specify)

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

Do not include tax, however Offerors must identify those items to which sales tax applies.

**In addition, provide your company's detailed pricing in Excel Spreadsheet with .xls extension in Excel 2000 or above**

No additional charges (e.g., for transportation, or other out-of-pocket expenses) will be considered.

Be thorough in defining all system costs associated with the scanning project.

For the cost schedule your company's response should clearly identify all "one-time" and "monthly" costs per site. Please indicate any price variations based on size or volumes. Indicate if your proposal is based on pricing offered under a State or Federal contract. Please reference any detailed calculations or supporting documentation.

j. **Payment Terms**

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

Offeror may provide a payment schedule based on performance of specific and measurable deliverables. At minimum, the County will require a holdback of 20% of the contract monies until final acceptance and sign-off of project.

In this section, Offerors shall indicate their proposed payment terms and identify and document a payment schedule that is tied to deliverables and acceptable performance.

### **2.8 Costs Incurred in Responding**

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

no liability for any costs incurred by offerors throughout the entire selection process.

#### **2.9 Addenda**

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

#### **2.10 Nomenclatures**

The terms "Successful Proposer, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (County) enters into a contract because of this solicitation.

The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

#### **2.11 Confidential and Proprietary Data**

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Offerors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

#### **2.12 Commitments, Warranty and Representations**

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

the offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by a offeror includes:

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

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

#### **2.13 Proposal Validation/Evaluation/Award**

a. Validation

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

b. Evaluation

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

1. Proven Performance

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

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

2. Support

Emphasis will be placed on the ability of the offeror to service and support the needs of the County. Organizational structure, staffing plan and offeror's method for meeting the requirements of this RFP in the most efficient manner will be an important consideration.

3. Requirement/Specifications

## SECTION 2.0 INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

The ability to meet the requirements/specifications outlined herein.

4. Cost

The Proposals will be evaluated on the basis of the offeror's reasonableness of cost.

c. Award

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

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

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

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

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

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

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

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

#### **2.14 Presentations**

After the closing date and time for receipt of proposals, evaluation and proposal clarification shall commence. Offerors who submit proposals most responsive to County's requirements may be asked to give an oral presentation of their proposal to County's designated staff. Selected Offerors should be prepared to make their oral presentation within three (3) calendar days after notification and be prepared to discuss all aspects of their proposal in detail, including technical questions regarding the proposal. Offerors shall not be allowed to alter or amend their proposal through the presentation process.

#### **2.15 Site Visits**

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

#### **2.16 Additional information**

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

#### **2.17 Errors/Defects in Proposals**

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

The County may waive any immaterial deviation or defect in a proposal. The

## **SECTION 2.0**

### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

#### **2.18 Rejection of Proposals**

The County reserves the right to reject the Proposal of any Offeror who previously failed to perform adequately for the County or any other governmental agency within the previous 12 months.

The County reserves the right to reject the Proposal of any Offeror who submits false, incomplete, or unresponsive statements in a proposal.

The County reserves the right to reject the Proposal of any Offeror who is in default on the payment of taxes, licenses or other monies due the County.

The County reserves the right to reject a proposal containing errors or discrepancies.

#### **2.19 Cancellation of RFP**

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

#### **2.20 Protest Procedures**

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

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows or should have known the facts giving rise to the protest. All protests must include the following information:

**SECTION 2.0**  
**INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

- 1) The name, address, and telephone number of the protestor;
- 2) The signature of the protestor, or protestor's authorized representative;
- 3) The solicitation or contract number; and
- 4) A detail statement of the legal and/or factual grounds for the protest.

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

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

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

The County of Ventura Health Care Agency (HCA) seeks a vendor who can supply a large backfile scanning project to digitize existing hard copy records into formats that may be integrated into an Electronic Medical Record (EMR) or other target systems such as Picture Archive and Communication System (PACS).

### **3.1. Description Of Proposed Materials To Be Scanned.**

This Attachment to the RFP is to obtain proposals to scan and index a variety of document types created to record care and services provided to clients. The four largest groups of documents include the following:

- Multi-modality radiology films
- Patient Accounting files
- Medi-Cal Client files
- Medical Records

These are historical records and contain confidential one-of-a-kind information. Each record is maintained in a folder or series of folders that contain various documents which are segregated either by date or service or by relevant section. The content of these folders will vary in size from post card size documents to large drafting drawings. Documents may be double-sided, black and white or colored, and may or may not be bound together with staples, paper clips or other binding material. Radiology films may contain multiple studies within one film packet which will require the scanned image to be separated out of the individual images within a study.

**Describe your process to disassemble and reassemble the records before and after scanning them.**

**Describe your systems ability to index records, and the contents of those records.**

**As records may be located by multiple identifiers, please describe any limitations your proposed system has on indexing records.**

**As records may take up multiple boxes, some of which may be scanned at**

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

**different times and out of the desired sequence, please describe how your system can and has been used to scan and merge records into the desired sequence.**

**Describe what record separator mechanism is used to categorize pages within a record (e.g. bar coded separator sheets, smart templates, etc).**

**Describe your experience dealing with scanning medical and financial information.**

**Describe your experience sending scanned images into a downstream workflow / enterprise content management system, electronic medical record system or PACS application. Include in your answer the name of each system you have successfully provided indexed images for, the number of installations where you have provided those scanning services, and whether the scanned images interfaced directly with other systems or required manual “uploading”.**

**Describe your ability to identify blank pages and what QA process you would use to verify blank pages are truly blank.**

**Each record will contain the primary key to be used on the outside of the record jacket or folder. Additional keys may be indicated to be used for each box of records and will be up to 5 total keys used to index each page within the box of records.**

**The Contractor will incorporate the records key identifier within the Contractor’s inventory tracking system to identify which records have been received by the contractor, which records are being processed by the contractor, and when each record has been returned to the County.**

**Whether scanning is done onsite or offsite, the files will be returned to the County possession only after the images have been quality checked and deemed acceptable by the County staff.**

.

### **3.2. Turnaround**

The quantity of original documents to be provided to the contractor at any given time during the project is that amount equal to what the Contractor can complete in a two-week period: one week of in process documents and one week of completed documents under going a quality assurance review by the County.

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

Returned documents and their images shall be complete at the box level, so all the records in any given box are returned in that same box, with all records returned to their existing physical sequence and structure within the box.

A mutually-agreed upon pickup and return schedule will be established with the selected Contractor at start of the contract.

In order to maintain business continuity, County staff expects that any records boxed for scanning will have an electronic image accessible within one week's time from date of box pickup.

**If your proposal indicates offsite scanning as an option, indicate what type of bonded couriers are available and what the associated costs are.**

**Describe in detail your chain of custody Process.**

### **3.3. Data Extract Provided By County**

As part of a closed loop QA process, for each box, the county will provide a file containing the primary and additional keys to be used for each file within a box. For each key identified, upon successful scanning, contractor is to identify how many pages were identified that contained the primary or secondary keys that will be provided in the data file.

**Describe your ability to support this type of QA process or propose alternatives you may have available.**

### **3.4. Required Formats**

The county uses a variety of systems to store and maintain images. The proposed scanning process must be able to support multiple destination systems and provide output in the format required for each destination system. Example: an EKG strip may be digitized to a DICOM compatible image for transmission to the hospital's PACS system, or a patient's financial record may need to be converted to a TIFF image format to be stored in a separate ECM or EMR system.

**If there are any additional costs involved for converting the scanned images into the format required by the systems you named above, please indicate what that cost will be on a per page basis: Example: if additional cost is required to convert your default image to a DICOM format, note that here and the Proposal Form.**

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

### **3.5. Document Preparation for Scanning**

Preparation of paper files may be done at the Contractor's facility or at a local county storage facility. Contractor will prepare the documents for high-speed scanning while maintaining the order of the documents within the boxes as received from the County.

Preparation of the documents will include, but are not limited to:

- Removing paperclips and staples
- Fixing tears or dog-ears
- Smoothing pages for clean feed
- Making copies of poor quality documents to maximize scan quality
- Mounting small documents and attached photographs
- Large and over-sized pages (11" x 17" or larger) may require scanning in parts; if this is the case, Contractor must take extra care that none of the document is missing in the resulting images.
- Small photographs may require special attention.

Returns-No restapling or retaping will be required. All documents within a paper file, and paper files within a box must be returned in the order as received by the Contractor.

Each returned box will be sealed on two sides with a label that indicates the date the Contractor has completed all the required work. This insures security and integrity of the contents while in transit back to the County.

**Indicate your acceptance or modification.**

**Describe your methodology to maintain record unity during this processing stage at your facility.**

### **3.6. Quality Control**

County will inspect and review the quality and completeness of any delivered documents including accuracy of indexing, completeness of each document, and quality of images. Contractor will be responsible for all redo's or corrections, and will not invoice the County for them.

**What steps are in place to ensure the given accuracy requirements and what correction procedures are in place if we return any materials to you**

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

**for rescanning?**

**Describe your expertise and experience in the development of an effective and efficient methodology for Quality Assurance.**

**Explain how you will collaborate with the County to mutually develop Quality**

**Assurance document for the scanned images, which will be used as the standard of acceptance for verification of the images produced.**

**Describe your procedures to handle redos and corrections for unacceptable images.**

### **3.7. Ownership of Material**

Ownership of all data, material, images, and documentation originated and prepared for the County pursuant to this RFP, shall belong exclusively to the County.

**Indicate your acceptance or modification.**

### **3.8. Contract Confidentiality**

The Contractor and the Contractor's staff shall maintain all County data and information in strict confidence and shall not share the same with others. Any Contractor's sub-contractor for delivery service must be reputable, bonded and experienced with the transportation and control of confidential material. Contractor is required to provide references and background regarding their transportation sub-contractor. All contractors and subcontractors engaged for providing services required under Attachment B will be required to sign and abide by the HIPAA Business Associate Agreement as attached to this RFP.

**Indicate your acceptance or modification.**

### **3.9. Performance Requirements**

The Contractor certifies that they will meet all service and image specifications and pickup and delivery requirements contained within this RFP. Should the Contractor fail to meet such requirements, the Contractor will be responsible for assuming all costs associated with the immediate action to correct, replace, or refund of all non-compliant services and products.

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

**Indicate your acceptance or modification**

### **3.10 Reporting Requirements**

The Contractor will provide the County with status reports for each project contracted for under the terms of this RFP. Such reports shall be generated on a weekly basis, which will provide, but are not limited to, the following production statistics:

- Number of documents prepared, scanned and quality controlled
- Number of documents rejected, including reason for rejection
- Images recorded for delivery
- Images successfully transmitted to receiving system via interface
- Number of images created in overall project
- Number of black and white, color and 2 sided sheets
- Average count by box and average count by file, etc.

**Indicate your acceptance or modification.**

### **3.11. Work Site**

All work for this project will be done at the Contractor's production facilities, including Indexing or by mutual agreement may be done at the County's storage facilities. Contractor is required to list physical addresses for all locations where work is to be performed. All locations where processing will occur must be within the United States of America.

**Indicate your acceptance or modification.**

**Provide list of physical addresses where work is to be performed.**

### **3.12. Access To Documents While Offsite**

Occasionally, the County may require access to documents which have been taken offsite and are in process at the Contractor's production facility. "Pull Service" must be available between 8am - 5pm, Monday through Friday with a minimum of five requests per week at no charge. Response time must be within 2 hours for electronic documents. If the request is for the original documents, they must be returned to the County the next business day. For viewing 'pull' requests electronically, the Contractor must provide access to the requested document through a secure website, or the requested file must be packaged as an email attachment. The Contractor must have the ability to receive "pull" requests via

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

email or County of Ventura telephone. Alternatively, the Contractor must be able to return a specific document or documents within one business day of request from the County.

**Indicate your acceptance or modification. Describe in detail your proposed methodology to meet this service requirement.**

### **3.13. Handling and Labeling**

All County original documents must be kept in a secure location at the Contractor's production facility or County storage facility as ALL of the data is of a confidential nature. The file and pages within each order of the original documents must be maintained in the same order as received in, for integrity of the patient medical or financial record.

**Indicate your acceptance or modification.**

### **3.14. Delivery of Images**

The preferred method for receiving the digitized images is via direct interface into the receiving system. Alternatively acceptable media for receipt of the digital images is encrypted USB Drives or DVD-R providing that all necessary indexing is included so that the images and indexes may be imported into the target systems. If stored in portable media, the data contained in the portable media must be in compatible format for the desired destination system as described earlier in this RFP. All the images and data for the week's completed work must be delivered in total.

Each USB Drive or DVD-R created by the Contractor must be clearly labeled as to the image contents on the media (i.e. Medical Record Chart numbers 102000 through 105000, Date Scanned, Contractor Name).

Contractor will deliver electronic copy of scanned images to the County before returning the boxes with the original documents. Any missing records and/or ineligible images will be corrected before the boxes are returned.

Contractor will be required to maintain a copy of all images delivered to the County for six (6) months after the conclusion of the contract.

**Indicate your acceptance or modification.**

### **3.15. Pickup and Return Site**

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

All original materials are to be picked up at the site determined by the County for each project, but in all cases shall be from a storage facility located within the County of Ventura.

Upon completion of each prescribed segment of the project, all of the original paper documents are to be returned to a location designated by the County. Such a location will have a loading dock facility. The digital media, which contains their electronic images, will be delivered to the County.

**Indicate your acceptance or modification.**

### **3.16. Warranties**

The Contractor shall warranty that it has the qualifications and skills necessary to perform the services stated in this RFP and will perform the required tasks in a competent and professional manner. The Contractor also warrants that the products offered through this term contract will conform to specifications requested, be fit and sufficient for the purpose created as described within this RFP. The Contractor shall provide an extended warranty for a specified timeframe not less than 12 months, which will provide the County with ability to fix or repair any image or data provided by the Contractor.

Descriptions used herein are specified solely for the purpose of indication standards for quality, performance and/or use desired. Any exceptions to the specification must be clearly indicated. Exceptions may be rejected.

**Indicate your acceptance or modification.**

### **3.17. Service Warranty**

The Contractor warrants that service will be provided in a workmanlike manner by qualified technicians in accordance with the service description applicable at the time of the order.

**Indicate your acceptance or modification.**

### **3.18. Transitional Period**

After the final images have been delivered to the County, there will be an automatic 180-day transitional period wherein the County has the option to utilize the

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

Contractor to reprocess source materials that are either incomplete or missing from the original conversion pass. Due to the considerable volume of paper documents, the County requests this transitional period to perform the bulk of quality assurance testing. **Indicate your acceptance or modification.**

### **3.19. Go Forward Strategy**

Depending upon space and staffing availability, the County may consider options to engage in prospective scanning once the backfile scanning project is complete.

**Please describe how your services might differ in a longer term prospective scanning engagement for these same document types.**

### **3.20 Hardware**

- a. In the event that hardware is required to be onsite in order to provision these services (scanning, interfacing, etc), please provide all of the significant technical data (i.e., memory, speed, capabilities, throughput, languages, noise level, site preparation, space requirements, electric/cooling requirements, etc.). This information should address all central site hardware, including:
  1. Hardware
  2. CPU(s)
  3. Storage Devices
  4. I/O Devices
  5. Channels
  6. Memory
  7. Communications Equipment
- b. Describe the expansion possibilities of the system:
- c. Describe the network topology and protocols supported by your system.
- d. Describe the LAN/WAN cabling options available, including type, maximum lengths, etc.
- e. Describe any other hardware components that may be required.

### **3.21 INTEGRATION**

This section of the RFP will be used to measure your system's ability to

### SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

integrate with the facility’s existing systems, other vendor systems, external databases and equipment used through Ventura County Health Care Agency and affiliated entities. Please respond to the following questions:

- a. Describe your ability to interface with DICOM, HL7 or other established standards for the storage of medical records and images.
- b. Describe your ability to integrate with present hospital systems and other specific ancillary systems using the HL7 and DICOM standards.
- c. Describe your adherence to various interfacing standards.
- d. Describe your adherence to the HIPAA standards for privacy and security.
- e. Describe your ability to exchange information with other systems using XML.
- f. Describe your system's ability to exchange information through interface engines. Which interface engines are supported or required?
- g. List any modules and/or systems with which you have established seamless integration with your system.
- h. For each required interface, provide three (3) references and related information as noted below.

System	Ref Site Name/Address	Contact Email / Ph #	Type of Integration	# of Sites Implemented	Additional HW Req'd
Ex: McKesson Star HIS	1. ABC Hospital City, State'	John Doe <a href="mailto:John.doe@abchospital.org">John.doe@abchospital.org</a>	Point-to- Point	25	None
	2	xxx-xxx-xxxx			
	3				

- a. Describe your system's ability to upload information to applications (i.e. non-interfaced).
- b. Describe your system’s ability to operate on a LAN / WAN and any minimum

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

technical requirements that may be required to operate your system in that environment

### **3.22 IMPLEMENTATION APPROACH/TIMELINE STAFFING**

Our major objective is to avoid any costly disruption to Ventura County Health Care Agency services and operations during the implementation of new systems. This section will be used to determine how implementing your system(s) will meet this objective. Please answer the questions below concerning your installation approach. Following your answers to these questions, please attach sample work plans and bar charts for systems implementation.

- a. Describe the average duration of implementation for a project of this scope from project kick off to initial provisioning of services.
- b. Describe the staffing you suggest the organization provide to implement the proposed system(s). Describe the number of personnel and skill level by task over the duration of the implementation. Describe the recommended staffing HCA provide for effective ongoing support post-implementation.
- c. Describe the staffing you would provide to implement the proposed system(s). Describe the number of personnel by skill level over the duration of the implementation.

### **3.23 SYSTEM ACCEPTANCE**

- a. Acceptance of the system will consist of verifying that the equipment and services meet the Acceptance Test Procedure
  - Verification that the required equipment and services meet the RFP requirements will be accomplished through an Acceptance Test.
  - The Offeror will submit with the proposal a complete draft acceptance test addressing each requirement in the RFP.
  - The County and Contractor will negotiate a final version of the acceptance test before the contract is awarded.
- b. Lemon Provision

### **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

- Will the Offeror agree to supply free of charge such additional and/or new equipment and software to County as may be necessary to enable the equipment and software to pass the acceptance tests?
- c. Security
  - Describe the system security features that provide protection of the media and information contained in the media or other transport method between hard copy and target repository.
  - Describe how the system provides security in the following areas:
    1. Multiple Levels of System Security
    2. Functional Security
    3. Report Security
    4. Audit Trails
- d. Reporting
  - 1. Provide a list and example of all reports provided as “standard” with the system.

#### **3.24 SUPPORT, MAINTENANCE AND WARRANTY REQUIREMENTS CHECKLIST**

- a. Describe the support your company is capable of providing on a continuing basis (i.e. for system software and application software).
- b. Describe the normal procedure for a user to follow when reporting a problem to the vendor.
- c. Describe any "hot-line" type services that are available to users to report problems or ask questions.
- d. Describe the problem escalation process.
- e. Describe the method you use for charging for support services.

### **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

- f. System Documentation
  - 1. Does documentation provided with the system become the property of County?
  - 2. Is the documentation available on-line? (Yes/No)
  - 3. Are documentation updates provided at no additional cost? (Yes/No) In what format would documentation updates be provided (i.e. printed, electronically, both)? Please explain.
  
- g. Warranty
  - 1. Will the vendor agree to the warranty period starting on the earlier of successful completion of the acceptance test or first productive use of the system by County?
  - 2. During the warranty period, County reserves the right to require replacement of any component of the scanning process which does not meet process time-line requirements.
  - 3. After final acceptance, should the system become inoperative for longer than 48 hours due to a malfunction of equipment, will the Vendor agree to extend the warranty period 48 hours plus 24 hours for every additional day that the system is inoperative?
  - 4. Will the vendor agree that, failure of the system to meet agreed-to specifications and parameters will automatically extend the warranty period of the total system by the amount of time it took for the system to be compliant with said specifications and parameters?

**Please explain in detail the above question point by point.**

#### **3.25 Business Continuity Plan**

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

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

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

### **3.26 Permits**

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

### **3.27 Insurance Requirements**

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

### **3.28 Non-Collusion**

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

### **3.29 Exclusivity**

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

**Indicate your acceptance or modification.**

### **3.30 Piggyback Agreement**

Offeror may indicate on his Proposal Form that he will extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror’s agreement or failure to agree to the “piggyback” agreement will **not** be a factor in award of proposal. All piggyback agreements with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

### **3.31 Performance Bond**

A purchase order will be issued after receipt of insurance certificates. A Performance Bond will be required. The required Bond must be received at Ventura County General Services Agency Procurement within ten (10) consecutive calendar days of receipt of purchase order. See **ATTACHMENT "D"** for Contractor Bond Requirements.

### **3.32 Living Wage**

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

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

Living Wage Ordinance 4233 is located on our County of Ventura website at <http://www.ventura.org/cao/livgwage.htm>. The ordinance amending Ordinance 4233 is also located on the website at <http://www.ventura.org/cao/livgwage1.htm>.

All bidders must include a signed Declaration of Compliance, Attachment "E", with their proposal, or they may be deemed non-responsive, resulting in disqualification from the bidding process.

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

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

This is a contract between the County of Ventura, hereinafter referred to as County, and \*  
, hereinafter referred to as Contractor. The parties hereto agree as follows:

1. SCOPE OF WORK

Contractor will provide and install all system components (EXHIBIT \_\_\_) including all necessary installation material to provide a turnkey system that meets all terms, conditions, and specifications hereunder.

2. COMPENSATION

Payment shall be made on presentation of three copies of an invoice to the Ventura County \_\_\_\_\_ for goods supplied and accepted by County's contract administrator according to the costs attached hereto as Exhibit \_\_\_ and according to the terms hereunder.

3. PERFORMANCE PERIOD

The Contractor shall install the computer system and software listed in Exhibit \_\_\_ ready for use on or before the Installation Date specified in Exhibit \_\_\_. Time is of the essence in this contract.

4. TERM

This Contract will be in effect for two (2) years with two one year option to renew subject to all the terms and conditions set forth herein. Time is of the essence in the performance of this contract.

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

5. SITE PREPARATION

a. If the system to be installed requires special environmental considerations, Contractor shall provide site preparation specifications for system listed in \_\_\_ within a reasonable time upon request by the County, unless such specifications have been included in the Contractor's proposal. These specifications shall be in such detail as to ensure that the system, if installed according to these specifications, shall operate efficiently, from an environmental point of view and properly from a functional point of view.

b. The County may prepare a site plan showing the location of each item of system listed in Exhibit \_\_\_ and detailing the associated electrical power and environmental control facilities. If requested, the Contractor will review and comment on the adequacy of the County's plan, and shall be permitted free access to the site for this purpose.

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

Alternatively, the Contractor may prepare the site plan, and will be permitted free access to the site for this purpose.

- c. The County will cause the site to be prepared in accordance with the Contractor's written minimum site and environmental specifications, unless the Contractor has agreed to be responsible for such site preparation, on or before the Facility Readiness Date specified in \_\_\_\_.
- d. Any subsequent alterations or modifications to the site which are directly attributable to incomplete or erroneous specifications provided by the Contractor and which involve additional expense shall be made at the expense of the Contractor, to the extent that such costs would not have been incurred had the complete and/or correct specifications been initially provided.

**6. INSTALLATION AND DELIVERY DATES**

- a. The Contractor shall install system listed in Exhibit \_\_\_\_ ready for use on or before the Installation Date specified in Exhibit \_\_\_\_\_. Time is of the essence in this contract.
- b. The County shall provide the Contractor access to the site for the purpose of installing the system prior to the Installation Date. The Contractor shall specify in writing to the County the time required to install the equipment.
- c. The Contractor shall determine that the system is ready for use, and operates in conformance with the contractor's published specifications. The Contractor shall then certify in writing that the system is installed and ready to be turned over to the operational control of the County. The Contractor shall also provide to the County appropriate documentation to support the above certification, at which time the County will accept control of the system for the purpose of validating its installation and performance.
- d. Notwithstanding certification by the Contractor that the system has been installed and is ready for use, the system shall not be deemed installed within the terms of this contract until such installation is confirmed by the County through performance of tests mutually agreed to by both parties as being adequate for this purpose.

If the test is successfully completed, the system shall be deemed installed and ready for use as of the date of the Contractor's certification. The County shall immediately begin acceptance testing of the system in accordance with the provisions of Paragraph 7, and shall notify the Contractor in writing, within five working days, that the County concurs that the system was installed.

If the Contractor fails to successfully complete the test, the County shall be notified immediately of the failure, with written confirmation to be provided in not more than five working days. Control of the system shall immediately be given to the Contractor. The system shall not be deemed to be installed until the Contractor re-certifies such installation and the above-described test is successfully completed.

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

7. ACCEPTANCE TESTING

Acceptance testing is intended to ensure that the system provided hereunder operate in substantial accord with Contractor's technical specifications, is adequate to perform as warranted by Contractor, and evidences a satisfactory level of performance reliability, prior to its acceptance by the County. The following test and/or verification procedure will be required prior to final acceptance of the equipment.

a. Verification Step One

All system components will be signed for by authorized County personnel. Such acknowledgement of receipt will be given when system is received without evidence of mishandling. Step One will provide proof of delivery of all contract deliverable items.

b. Verification Step Two

When each deliverable item is installed, it will be checked for completeness and when stand alone operation is practical; such an operational test will be made. Authorized representatives of Ventura County will sign off this test step. Non-system items such as documentation, training materials, etc., will be acknowledged as received.

c. Verification Step Three

Upon completion of installation, contractor will conduct a demonstration of the total system operation. This demonstration will be observed and successful compliance with the contract provisions will be acknowledged by authorized representatives of the County.

d. If the system does not meet the standards of performance discussed in Paragraph 6a within ninety days after the start of the acceptance testing, the County shall have the option to request a replacement system, extend the performance period or terminate the order (or portions thereof) and seek relief as provided in Paragraph 24, "Rights and Remedies of County for Default". The County's option shall remain in effect until such time as the system meets the performance criteria, or 180 consecutive days after the start of the acceptance testing, whichever occurs first.

e. System shall not be accepted by the County and no charges associated with such system shall be paid by the County until the system has satisfactorily completed the acceptance tests.

f. Immediately upon successful completion of the acceptance tests, the County shall notify the Contractor in writing of acceptance of the system and authorize payment as listed in Exhibit \_\_\_ attached hereto.

8. TRAINING

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

The Contractor agrees to provide informal, "hands-on" instruction to mutually agree upon County personnel in the operation of the equipment, at no additional charge to the County, at mutually agreeable times prior to, or subsequent to, system installation, for purposes of familiarization with all system operation.

9. DOCUMENTATION

The Contractor agrees to provide to the County, at no additional charge, a reasonable number of all non-proprietary manuals and other printed materials, and up-dated versions thereof, which are necessary or useful to the County in its use of the system to be supplied hereunder.

10. WARRANTY

Notwithstanding the contractor's system warranties as applicable, the Contractor shall warrant that all system supplied hereunder shall function in accordance with its published specifications for \_\_\_ days from date the County accepts the system. During such warranty period, all hardware/software repairs or deficiencies noted by the County shall be reported to the Contractor for resolve without any charge whatsoever to the County and within a reasonable period of time.

11. PATENT AND COPYRIGHT PROTECTION

The Contractor, at its own expense, shall defend any action brought against the County to the extent that such action is based upon a claim that the system supplied by the Contractor, or the operation of such system pursuant to a current version of Contractor-supplied operating software, infringes a United States patent or copyright.

The Contractor shall pay those costs and damages finally awarded against the County in any such action. Such defense and payment shall be conditioned on the following:

- a. That the Contractor shall be notified within a reasonable time in writing by the County of any notice of such claim; and,
- b. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

Should the system, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright, the County shall permit the Contractor at its option and expense either to procure for the County the right to continue using the system, or to replace or modify the same so that they become non-infringing.

If, in the sole opinion of the County, the return of such infringing system makes the retention of other items of system acquired from the Contractor under this contract impractical, the

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

County shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such system and refund any sums the County has paid Contractor less any reasonable amount for use or damage. Such indemnity by the Contractor as to use of such system shall not apply to any infringement arising out of the use or in combination with other items where such infringement would not have occurred in the normal use for which the system was developed.

12. DATE COMPLIANCE

Contractor shall warrant and represent that its hardware, software, firmware products delivered or services provided under this contract shall be able to accurately process date data (including, but not limited to calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations. Also, the contractor represents and warrants that all date calculations will be recognized and accommodated and will not in any way, result in hardware, software or firmware failure.

The County of Ventura, at its sole option, may require the contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein. Contractor shall remedy any breach of this warranty. Remedies available to the County under this warranty shall include repair or replacement or any component or deliverable product within sixty (60) calendar days after non-compliance is discovered and made known to Contractor in writing.

The obligations contained herein apply to products provided by the supplier, its sub-contractor or any third party involved in the creation of the products to be delivered to the County under this contract. Failure to comply with any of the obligations contained herein, may result in the County availing itself of all its rights under the law and under this contract including, but not limited to, it's right pertaining to termination or default.

The warranties contained herein are separate and discrete from any other warranties specified in this contract, and are not subject to any disclaimer or warranty or limitation of the suppliers liability which may be specified in this contract, its appendices, its schedules, its annexes or any document incorporated in this contract by reference.

Date compliance problems shall not be considered an act of God.

13. TITLE TO EQUIPMENT

Title to the EQUIPMENT (IF ORDERED HEREUNDER) shall remain in the Contractor until such time as the full purchase price and applicable taxes are paid to the Contractor.

14. FORCE MAJEURE

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

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

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

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

15. HOLD HARMLESS

The Contractor will indemnify, defend and hold harmless the County of Ventura from all liability for any loss, damage, or injury to persons or property arising from or related to the performance of this agreement, including without limitation all consequential damages, whether or not resulting from the negligence of the County of Ventura or its agents and employees.

16. INSURANCE PROVISIONS.

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

1. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
2. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
3. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
4. Professional Liability (Errors and Omissions) coverage in the minimum amount of \$1,000,000 per claim and \$2,000,000 aggregate shall be required of the successful Offeror to ensure satisfactory performance of the work.

B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

CONTRACTOR'S insurance coverage and will not contribute to it.

- C. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E. Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.
  - 3. 60 Days Notice Cancellation Clause endorsement

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

17. TAXES

The County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The County will only pay for any State or local sales or use taxes on the services rendered or equipment, parts supplied to the County pursuant to this contract.

18. INDEPENDENT CONTRACTOR

This contract is for the professional services of Contractor and is non-assignable by Contractor without prior consent by County in writing. In performing these professional services, Contractor is an independent Contractor and is not acting as an agent or employee of the County.

19. CONTRACT MONITORING

The County shall have the right to review the work being performed by the Contractor under

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

this contract at any time during County's usual working hours. Review, checking, approval or other action by the County shall not relieve Contractor of Contractor's responsibility for the accuracy and completeness of the work performed under this contract. This contract shall be administered by the County's contract administrator \* or their authorized representative.

20. EQUAL OPPORTUNITY

Contractor will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, gender or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

21. INVESTIGATION AND RESEARCH

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

22. TERMINATION

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. Prior to the expiration of this contract, this contract may be terminated for the convenience of both parties by mutual consent.

The County may terminate this contract under the provisions of paragraph 24, "Rights and Remedies of County for Default".

23. RIGHTS IN DATA

The title to all original written material including programs, card decks, tapes, listing and other programming documentation originated and prepared pursuant to this contract shall belong exclusively to the COUNTY OF VENTURA.

24. OWNERSHIP OF LICENSED PRODUCT

Licensor represents that it is the sole owner and copyright holder of the Licensed Product, or otherwise has the full right and authority to grant this license, and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Licensor is a party or by which it is bound.

25. SOURCE CODE ESCROW

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

At Licensee's option, Licensee may be added as an additional beneficiary to Licensor's Source Code Escrow Agreement with \_\_\_\_\_ [insert Escrow Agent Name] ("the Escrow Agreement") at any time during the term of this Agreement which shall allow Licensee to escrow and, when appropriate, in accordance with the terms and conditions of the Escrow Agreement, recover, for the remaining term of the Agreement, the use of the Licensor's Application Software, and Licensor Content, underlying code and related materials, in order to provide service continuity for Licensee and Authorized Users in accordance with and for the term of this Agreement. The escrow Agreement provides release conditions in the event that Licensor suffers a failure to do business in the ordinary course due to bankruptcy (or any similar related legal process),. Liquidation, dissolution, physical destruction of essential assets or substantial and material cessation of its relevant business activity. In addition and subject to the foregoing, if Licensee receives the source code pursuant to the terms of the Escrow Agreement, Licensee shall have the right to modify the source code solely to allow the continued use of the Application Software in the ordinary course and only for the remaining term of the Agreement, if necessary. Licensee shall destroy any copies of the aforementioned software source code (including any compiled code) and any modifications thereto, at the expiration of the term of the Agreement.

26. ADDENDA

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

27. CONFIDENTIALITY

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

Contractor shall insure that such confidential information shall be kept confidential by their employees and/or independent subcontractors.

28. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

- a. In the event any equipment, software, or service furnished by the Contractor in the performance of this contract should fail to conform to the specifications therefore, the County may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected equipment, software, or service with others conforming to such specifications; provided that should the Contractor fail, neglect or refuse to do so the County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such equipment,

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

software, or service and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in this contract and the actual cost thereof to the County.

- b. In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software, or service, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except as otherwise provided in Paragraph 13, "Force Majeure".
- c. In the event of the cancellation of this contract either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- d. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

29. NOTICES

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

TO COUNTY-

COUNTY OF VENTURA,  
GENERAL SERVICES AGENCY PROCURMENT SERVICES  
HALL OF ADMINISTRATION, LOWER PLAZA  
800 SOUTH VICTORIA AVENUE  
VENTURA, CA 93009-1080

TO CONTRACTOR-

Either party may, by written notice to the other, change its own mailing address.

30. GOVERNING LAW

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

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

with the laws of the State of California.

31. SEVERABILITY OF CONTRACT

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

32. CUMULATIVE REMEDIES

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

33. COMPLIANCE WITH LAWS

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

34. MISCELLANEOUS

This Contract along with the following documents, which are incorporated into this agreement by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

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

- 1) This Contract;
- 2) County of Ventura RFP #
- 3) Contractor's proposal dated \_\_\_\_\_.

## Attachment A PROPOSAL FORM

This section provides County with a standard method of comparing the various costs associated with the proposed systems. Every attempt should be made to provide a realistic and meaningful expectation of costs, as it will be a key criteria used in selecting system(s).

Be thorough in defining all system costs associated with the system involved. If any costs differ when the hardware is not purchased through your company, specifically state this fact in your response and identify the pricing difference.

For the cost schedule, each response should clearly identify all "one-time" and "monthly" costs per site. If necessary, complete a cost schedule for each hospital or group of hospitals (by number of beds, etc.). Please indicate any price variations based on size or volumes. Please reference any detailed calculations or supporting documentation.

### One Time Cost Schedule

<u><b>COST SCHEDULE</b></u>					
<u><b>PRODUCT</b></u>	<u><b>Purchase</b></u>		<u><b>Lease/License</b></u>		<u><b>Cross Reference</b></u>
	<u><b>One-Time</b></u>	<u><b>Recurring</b></u>	<u><b>One-Time</b></u>	<u><b>Recurring</b></u>	
<b>A. SYSTEM HARDWARE</b>					
1. Hardware required (if any)					
<b>B. APPLICATION SOFTWARE</b>					
1. Scanning software, interface software, etc					
<b>C. SERVICES</b>					
1. Hardware Maintenance					
2. Software Maintenance					
3. Implementation, interface and Conversion Assistance					

### Attachment A PROPOSAL FORM

<b><u>PRODUCT</u></b>		<b><u>Purchase</u></b>		<b><u>Lease/License</u></b>		<b><u>Cross Reference</u></b>
		<b><u>One-Time</u></b>	<b><u>Recurring</u></b>	<b><u>One-Time</u></b>	<b><u>Recurring</u></b>	
4.	Training and Documentation					
5.	Integration/Customization Costs					
6.	Costs to develop interface to various medical data systems.					
7.	Other Costs (please provide detail)					
<b>GRAND TOTAL:</b>						

Indicate the maximum number of pages you can commit to scanning and indexing per week, and in the remaining columns what the per page cost would be to scan and index each page assuming up to five 10 character index fields on each page:

#### RECURRING (VOLUME BASED) COST SCHEDULE

<b>Page size</b>	<b>Max Pages done 1 wk</b>	<b>Cost for B/W</b>	<b>Cost for Color</b>	<b>Additional service/cost</b>	<b>Additional service/cost</b>
A0					
A1					
A2					
A3					
A4					
A5					
A6					
A7					
Letter 8.5x11"					
Legal 8.5x14"					
Tabloid 11x17"					
Radiology film					

If additional service may be charged on a per page basis, indicate those services and volume level costs in the columns on the right. Example: if scanning costs were different based on onsite scanning vs. offsite, note those differences here. If you offer volume discounts based on number of pages to be scanned, please indicate the volume required and repeat the table above when noting what additional discounts may be obtained by scanning larger amounts and repeat for each volume price break point.

**Attachment A  
PROPOSAL FORM**

Pickup and Delivery	Roundtrip	
Project Setup	One-Time	
Preparation for Scanning	Per Hour	
Creation of Barcode identifier and collation with file paper file	Per Barcode unit	
Scanning (including blank page detection and quality control)	Per Image	
➤ Black and White	Per Image	
➤ Color	Per Image	
Special handling during scanning	Per Image	
➤ Photographs	Per Photograph	
○ Black and White	Per Photograph	
○ Color	Per Photograph	
➤ Over-sized Pages	Per Image	
○ 11" x 17"	Per image	
○ Blueprint size	Per Image	
Unusual Configuration	Per image	
○ Half sheet attachments	Per Image	
Manual Indexing (if needed)	Per Keystroke	
"Pull" charge for emergency access to files	Requests > 3 per week	
Formatting images and index database for publication	Per Image	
Media Charge (CD-ROM for DVR)	Per CD or DVR	
Per Page	Unit	
Per File		
<b>Fixed Price</b>	<b>Project</b>	

**ATTACHMENT "B" – RFP # 6027**

**"Non-Collusion Affidavit**

**To Be Executed By Proposer And Submitted With Proposal**

State of California     )  
County of Ventura ss.  
                                  )

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed at (Place))

\_\_\_\_\_  
Proposer Name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Representative's Title

**COUNTY OF VENTURA  
ATTACHMENT C**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement ("Agreement") is made a part of by and between County of Ventura ("Covered Entity") and \_\_\_\_\_ effective as of the compliance date of the Privacy Rule (defined below) (the "Agreement Effective Date").

**RECITALS**

1. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
2. Covered Entity and Business Associate intend to protect the privacy and provide security of PHI disclosed to Business Associate pursuant to the Agreement \_ in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
3. As part of the HIPAA Regulations, the Privacy Rule requires Covered Entity to enter into a contract with Business Associate containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the code of Federal Regulations ("CFR") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows: .

**I. Definitions.**

- a. "Business Associate" shall have the meaning given to such term under the Privacy Rule;-including, but not limited to, 45 CFR Section 160.103.
- b. "Covered Entity" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- c. "Health Care Operations" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
- d. "Privacy Rule" shall mean the HIP AA Regulation that is codified at 45 CFR Parts 160 and 164. . .
- e. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall

have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

- f. "Protected Information" shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

## 2. Obligations of Business Associate.

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate obligations under the Agreement and as permitted under the Agreement. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule is so used by Covered Entity, except that Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, or (ii) to carry out the legal responsibilities of Business Associate.
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by Covered Entity, except that Business Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement, (ii) for the proper management and administration of Business Associate, or (iii) as required by law.
- c. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Agreement.
- d. **Reporting of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any use or disclosure of Protected Information otherwise than as provided for by this Agreement within five (5) days of becoming aware of such use or disclosure.
- e. **Business Associate' Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information agree in Writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI.
- f. **Access to Protected Information.** Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in records available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.
- g. **Governmental Access to Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining compliance with the Privacy

Rule.

- h. Minimum Necessary.** Business Associate and its agents or subcontractors shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclose.
- i. Retention of Protected Information.** Business Associate and its subcontractors or agents shall retain all Protected Information throughout the term of the Agreement and shall continue to maintain the information required under Section 2(h) of this Agreement for a period of six (6) years after termination of the Agreement.
- j. Notification of Breach.** During the term of this Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

### **3. Termination.**

- a. Material Breach.** A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Covered Entity.
- b. Reasonable Steps to Cure Breach.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate this Agreement pursuant to Section 3(a), then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary of the Department of Health and Human Services.
- c. Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c) and 2(e) of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such

PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

**4. Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIP AA, the Privacy Rule and other applicable laws relating to the security or confidentiality of PHI. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIP AA, the Privacy Rule or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Sections or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances, regarding the safeguarding of PHI sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

IN WITNESS WHEREOF, the parties hereto have dully executed this Agreement on the Dates appearing below to be effective as of Agreement Effective Date.

Covered Entity

Business Associate

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

County of Ventura

## CONTRACT BONDS

Before execution of the contract by the County, the Offeror shall file with the County a surety bond satisfactory to the County in the amount and for the purposes noted below. Bond shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The Offeror shall pay all bond premiums, costs, and incidentals.

The bond shall be signed by both the Offeror and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Offeror shall provide a good and sufficient surety bond. The "Performance Bond" shall be for 100% of total amount of project to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the County, and that all materials and workmanship will be free from original or developed defects.

Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from the County.

Should any Surety at any time be unsatisfactory to the County, notice will be given to the contractor to that effect. No further payments shall be deemed due or will be made under the contract until a new Surety shall qualify and be accepted by the County.

Changes in the work, or extensions of time, made pursuant to the contract, shall in no way release the Contractor or Surety from their obligations. Notice of such changes or extensions shall be waived by the Surety.

SURETY BOND  
PERFORMANCE AND PAYMENT

Whereas, the Board of Supervisors of the County of Ventura, State of California, hereinafter called "Agency," and \_\_\_\_\_, hereinafter called "Principal" have entered into a contract whereby principal agrees to install and complete certain designated work, which said contract dated \_\_\_\_\_, 200\_\_\_, and identified as project \_\_\_\_\_, Spec Number \_\_\_\_\_ is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said contract and any alteration thereof made as therein provided on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And, whereas, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

~~Now, therefore, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement herein rendered.~~

~~It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.~~

~~Should this condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.~~

COUNTY OF VENTURA  
Procurement Services  
800 South Victoria Avenue  
Ventura, CA 93009-1080

**DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

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

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

The contractor further agrees:

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

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

_____	_____
Company Name	Signature of Officer or Authorized Representative
_____	_____
Company Address	Type or Print Name and Title
_____	_____
City, State, Zip Code	Phone Number/Fax Number

**Bidder/Contractor  
Living Wage Ordinance**

**BIDDER/CONTRACTOR APPLICATION FOR EXEMPTION**

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

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

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

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

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

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

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

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

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

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

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

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

**GSA/PROCUREMENT SERVICES RECOMMENDATION:**

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

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