

AGREEMENT

THIS AGREEMENT, hereinafter referred to as "Agreement", is made and entered into this 20th of May, 2014 by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and RR-M Reyna, Inc., a California corporation doing business as R & R Transport, whose address is 1811 E. Hedges Avenue, Fresno, California 93703, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY's Coroner-Public Administrator, hereinafter referred to as "Coroner", requires professional decedent removal services as described in County's Request for Quotation No. 962-5246 and Addendum One made thereto (collectively, "RFQ");

WHEREAS, CONTRACTOR represents that it has experience in providing such services and is willing to provide such services to COUNTY;

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. OBLIGATIONS OF CONTRACTOR

CONTRACTOR shall provide professional decedent removal services on a 24-hour, 7-days per week, non-exclusive basis when requested by the Coroner, or his or her designee, as stated in the RFQ, which is attached hereto and incorporated herein by reference as Exhibit "B", and CONTRACTOR's response to the RFQ ("Response"), which is attached hereto and incorporated herein by reference as Exhibit "C". CONTRACTOR acknowledges that this Agreement is non-exclusive and COUNTY may perform the same or similar services through either its employees or other contractors. In performance of its duties under this Agreement, CONTRACTOR shall comply with all applicable laws, local ordinances, and regulations, as well as the "Scope of Work/Service Requirements and Conditions" included in Exhibit "B".

CONTRACTOR shall provide vehicles and all equipment and supplies necessary for performance of CONTRACTOR's duties under the Agreement. Such equipment and supplies include, but are not limited to, the following: slings, portable stretchers, linens, gloves, plastic sheeting, medium weight disaster pouches (for non-homicide cases).

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1 CONTRACTOR's vehicles shall at all times be maintained pursuant to California Department of Motor
2 Vehicles regulations and in a clean and presentable fashion. The rear portion of CONTRACTOR's vehicles shall
3 be screened from public view. Representatives of the Coroner may from time to time make inspections of
4 CONTRACTOR's vehicles, equipment and supplies. If the Coroner, or his or her designee, determines that
5 CONTRACTOR's vehicles, equipment or supplies are not sufficient for CONTRACTOR to be in compliance with
6 its obligations pursuant to this Agreement, then CONTRACTOR shall make all corrections and/or repairs within
7 ten (10) working days of written notice thereof by the Coroner, or his or her designee.

8 A criminal background check and DMV check shall be required of CONTRACTOR's employees who will
9 be involved in the provision of services under this Agreement. All such employees shall have a valid driver's
10 license. CONTRACTOR shall be responsible for ensuring the criminal background check and DMV check are
11 completed and that its employees possess a valid driver's license. Any costs associated with ensuring the checks
12 are completed shall be borne by CONTRACTOR. Livescan results and/or driving record printouts shall be
13 provided by CONTRACTOR to COUNTY upon request by the Coroner, or his or her designee.

14 CONTRACTOR's employees shall be neatly dressed and professional in appearance for all removal
15 cases. The clothes worn by employees must cover tattoos or piercings (except ear piercings) at all times during
16 removal. CONTRACTOR shall immediately inform COUNTY of any disciplinary action it takes against any of its
17 employees, including termination.

18 It is understood and agreed that the services to be provided by CONTRACTOR involve the removal of
19 deceased persons. Pick up units shall be a minimum of two (2) persons unless otherwise authorized by the
20 Coroner or his or her designee. CONTRACTOR's employees shall, after receiving oral notice from the Coroner,
21 or his or her designee, arrive on scene in each Zone referred to in Exhibit "B", within the following maximum time
22 periods:

- 23 ZONE # 1: One half (½) hour;
- 24 ZONE # 2: One and one half (1 ½) hours.

25 The Coroner, or his or her designee, may at their discretion, grant exceptions to the foregoing time
26 requirements in the event of adverse weather conditions or other hazardous conditions. CONTRACTOR shall
27 designate a lead person in response to any call for service by the Coroner, or his or her designee.
28 CONTRACTOR's lead person shall be responsible for supervising the CONTRACTOR's performance of services

1 services on each call, including the activities of CONTRACTOR'S employees.

2 All information received by CONTRACTOR, or its employees, regarding any decedent removal or pick-up
3 under this Agreement is confidential and under no circumstances shall CONTRACTOR or its employees disclose,
4 except to Coroner's staff, any such information without written permission by the Coroner or his or her designee.

5 **2. OBLIGATIONS OF COUNTY**

6 In consideration of the services satisfactorily provided pursuant to Section 1, "OBLIGATIONS OF
7 CONTRACTOR," of this Agreement, COUNTY shall compensate CONTRACTOR as stated in Section 5 of this
8 Agreement, entitled "COMPENSATION/INVOICING".

9 **3. TERM**

10 This Agreement shall be effective on May 16, 2014 and shall terminate on May 15, 2017. This
11 Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval
12 of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period.
13 The Coroner or his or her designee is authorized to execute such written approval on behalf of COUNTY.

14 **4. TERMINATION**

15 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be provided there
16 under, are contingent on the approval of funds by the appropriating governmental agency. Should sufficient funds
17 not be allocated, the services provided may be modified, or this Agreement terminated, at any time by COUNTY
18 giving CONTRACTOR thirty (30) days advance written notice. Such termination shall not be considered a breach
19 of this Agreement.

20 B. Breach of Contract – COUNTY may immediately suspend or terminate this Agreement in whole,
21 or in part, where in the determination of COUNTY there is:

- 22 1) An illegal or improper use of funds;
- 23 2) A failure to comply with any term of this Agreement;
- 24 3) Improperly performed service;
- 25 4) Delay in performing services beyond response times, as set forth in the above-referenced
26 Exhibit "B", for removal requests; or
- 27 5) CONTRACTOR uses the performance of its services under this Agreement to
28 solicit business or to advertise.

1 COUNTY shall have the sole discretion to determine whether CONTRACTOR has failed to timely perform
2 services hereunder. If CONTRACTOR fails to timely perform services requested by COUNTY, and COUNTY
3 expends funds to perform or cause to be performed such services, then COUNTY shall have the right to set-off
4 any such funds expended against any compensation owing or that may be owed from COUNTY to
5 CONTRACTOR for any services rendered or to be rendered under this Agreement. COUNTY's set-off rights
6 herein shall not be deemed to be a limitation on any of COUNTY's other rights or on any of CONTRACTOR's
7 obligations under this Agreement.

8 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this
9 Agreement or any default, which may then exist on the part of the CONTRACTOR. Neither shall such payment
10 impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have
11 the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR
12 under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this
13 Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

14 C. Without Cause -Under circumstances other than those set forth above, this Agreement may be
15 terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to
16 CONTRACTOR.

17 **5. COMPENSATION/INVOICING**

18 In consideration of the services satisfactorily provided by CONTRACTOR pursuant to this Agreement,
19 COUNTY shall compensate CONTRACTOR as set forth in Exhibit "A", which is attached hereto and incorporated
20 herein by reference. A cash discount of 5% shall apply to payments made by COUNTY pursuant to this
21 Agreement if payment is made within fifteen (15) days of receipt of invoice from CONTRACTOR pursuant to this
22 section.

23 The maximum amount payable by COUNTY under this Agreement for services rendered by
24 CONTRACTOR from May 16, 2014 to May 15, 2017 shall not exceed FOUR HUNDRED AND SEVENTY
25 THOUSAND DOLLARS AND NO CENTS (\$470,000.00). The maximum amount payable by COUNTY under this
26 Agreement for services rendered by CONTRACTOR shall not exceed ONE HUNDRED AND FIFTY SIX
27 THOUSAND DOLLARS AND NO CENTS (\$156,000.00) for each twelve (12) month the term of this Agreement is
28 extended pursuant to Section 3 of this Agreement, entitled "Term".

1 It is understood that all expenses, including but not limited to, payment of permits, fees and sales taxes,
2 incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

3 CONTRACTOR shall submit monthly invoices to COUNTY Coroner-Public Administrator, 3333 E.
4 American, Suite G, Fresno, California 93725. Invoices shall include the following detailed information: case name
5 and charge. The charges shall specify the aforementioned rates: i.e. Zone # 1, Zone # 2, Standby Time, and
6 Special Assistance. Charges for Special Assistance shall include a detail description of services provided.

7 **6. INDEPENDENT CONTRACTOR**

8 In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it
9 is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers,
10 agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an
11 independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of
12 COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by
13 which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
14 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and
15 conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules
16 and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

17 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to
18 employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and
19 responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition,
20 CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of
21 CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations
22 governing such matters. It is acknowledged that during the term of the Agreement, CONTRACTOR may be
23 providing services to others unrelated to the COUNTY or to this Agreement.

24 **7. MODIFICATION**

25 Any matters of this Agreement may be modified from time to time by the written consent of the parties
26 without, in any way, affecting the remainder.

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1 **8. NON-ASSIGNMENT**

2 Neither party shall assign, transfer or sub-contract this Agreement nor its rights or duties under this
3 Agreement without prior written consent of the other party.

4 **9. HOLD HARMLESS**

5 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY,
6 its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses
7 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR,
8 its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages,
9 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or
10 damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under
11 this Agreement.

12 **10. INSURANCE REQUIREMENTS**

13 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties,
14 CONTRACTOR, at its sole expense, shall maintain in full force and affect the following insurance policies
15 throughout the term of this Agreement:

16 A. Commercial General Liability

17 Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00)
18 per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a
19 per occurrence basis. COUNTY may require specific coverage's including completed operations, products
20 liability, and contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance
21 deemed necessary because of the nature of this contract.

22 B. Automobile Liability

23 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred
24 Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident
25 and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a
26 combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage must include owned and non-
27 owned vehicles used in connection with this Agreement.

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1 C. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

3 CONTRACTOR shall obtain endorsements to the Commercial General Liability Insurance naming the County of
4 Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as
5 the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary
6 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees
7 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This
8 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to
9 COUNTY.

10 Within Thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall
11 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required
12 herein, to David M. Hadden, M.D., 3333 E. American, Ste. G, Fresno, California 93725, stating that such
13 insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and
14 employees will not be responsible for any premiums on the policies; that such Commercial General Liability
15 Insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as
16 additional insured, but insofar as the operations under this Agreement are concerned; that such coverage for
17 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
18 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided
19 under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
20 minimum of thirty (30) days advance, written notice given to COUNTY.

21 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided,
22 COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the
23 occurrence of such event.

24 All policies shall be with admitted insurers licensed to do business in the State of California. Insurance
25 purchased shall be purchased from companies processing a current A.M. Best, Inc. rating of A FSC VII or better.

26 **11. AUDITS AND INSPECTIONS**

27 CONTRACTOR shall at any time during business hours, and as often as COUNTY may deem necessary,
28 make available to COUNTY for examination all of its records and data with respect to the matters covered by this

1 Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such
2 records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

3 CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three
4 (3) years after final payment under this Agreement (Government Code section 8546.7).

5 **12. NOTICES**

6 The persons and their addresses having authority to give and receive notices under this Agreement
7 includes the following:

8 COUNTY

9 David M. Hadden, M.D.
10 Coroner-Public Administrator
11 3333 E. American, Ste. G
12 Fresno, California 93725

13 CONTRACTOR

14 Raul Reyna, Owner
15 RR-M Reyna, Inc.
16 1811 E. Hedges
17 Fresno, California 93703

18 Any and all notices between COUNTY and CONTRACTOR provided for under this Agreement shall be in
19 writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such
20 personal services, when deposited in the United States Mail, postage prepaid, addressed to such party.

21 **13. VENUE AND GOVERNING LAW**

22 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
23 California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall
24 be governed in all respects by the laws of the State of California.

25 **14. AUTHORIZED SIGNATURES**

26 Each person signing this Agreement hereby represents, warrants, and assures that he or she is duly
27 authorized to bind the party on whose behalf he or she signs.

28 **15. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit or non-profit
corporation) or if during the term of this Agreement, CONTRACTOR changes its status to operate as a
corporation.

1 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are
2 a party to while CONTRACTOR is providing goods or performing services under this Agreement. A self-dealing
3 transaction shall mean a transaction to which CONTRACTOR is a party and in which one or more of its directors
4 has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions
5 that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Exhibit "D") and
6 submitting it to COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

7 **16. ENTIRE AGREEMENT**

8 This Agreement constitutes the entire agreement between CONTRACTOR and COUNTY with respect to
9 the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments,
10 writings, advertisements, publications, and understanding of any inconsistency in interpreting the documents
11 which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order
12 of priority: (1) the text of this Agreement (excluding Exhibits "A", "B", "C", and "D"); (2) Exhibit "B"; (3) Exhibit "A";
13 (4) Exhibit "C"; and (5) Exhibit "D".

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3 **CONTRACTOR**

COUNTY OF FRESNO

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(Authorized Signature)

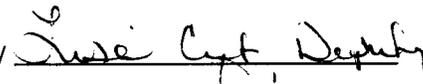


Andreas Borgeas, Chairman, Board of Supervisors

6 Raul Reyna
7
8 RR-M Reyna, Inc.
9 1811 E. Hedges Ave.
10 Fresno, California 93703
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12 Date: 4-23-14

Date: 5/20/14

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By  Deputy
Date: 5/20/2014

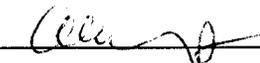
14 REVIEWED AND RECOMMENDED FOR APPROVAL:

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16 _____
17 David M. Hadden, M.D.
18 Coroner-Public Administrator

19 APPROVED AS TO LEGAL FORM:
20 Daniel C. Cederborg, County Counsel

21 By:  4-23-14

22 APPROVED AS TO ACCOUNTING FORM:
23 Vicki Crow, C.P.A.,
24 Auditor-Controller/Treasurer-Tax Collector

25 By:  _____

26 Accounting Use Only:
27 Fund: 0001
28 Subclass: 10000
ORG: 43300020
Account: 7295

EXHIBIT A

FEE SCHEDULE

- 1) Basic Per Call Removal Rate (based on ½ hour at call site)
 - a) Zone No. 1 \$110.75
 - b) Zone No. 2 \$142.75
- 2) Per Call Dry Run & Additional Removal Rate
 - a) Zone No. 1 \$60.00
 - b) Zone No. 2 \$75.00
- 3) Per Hour Rate – (billed in ½ hour increments)
 - a) Stand-by \$ 20.00
 - b) Special Assistance \$35.00 per hour per removal
 1. Special Assistance may be charged in the event the decedent is In excess of agreed upon weight. Another other charges for Special assistance must be approved by Coroner's representative prior to inclusion on invoice.

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EXHIBIT B

COUNTY'S REQUEST FOR QUOTATION NO. 962-5246

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COUNTY OF FRESNO PURCHASING
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer

managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.

Quotation No. 962-5246

- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.
5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:
- Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.
6. AWARDS:
- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative. Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.
7. TIE BIDS:
- All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.
8. PATENT INDEMNITY:
- The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.
9. SAMPLES:
- Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.
10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:
- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.
11. DISCOUNTS:
- Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.
12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:
- The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.
13. SPECIAL REQUIREMENT:
- With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7.)
14. RECYCLED PRODUCTS/MATERIALS:
- Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.
15. YEAR COMPLIANCE WARRANTY:
- Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.
- In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or

Quotation No. 962-5246

remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) business days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor

Quotation No. 962-5246

device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00

P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

BIDDING INSTRUCTIONS CONTRACT SERVICES

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide decedent removal services for the County of Fresno Coroner-Public Administrator Office. Bidders shall provide all labor, materials, equipment, insurance etc. to perform the services as specified within this Request for Quotation.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **does not** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

ISSUING AGENT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

AWARD: Award will be made to the vendor(s) offering the services deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative. Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written purchase order by Fresno County Purchasing.

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see below). Any change in the RFQ will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, CA 93702, faxed to (559) 600-7126, or email: CountyPurchasing@co.fresno.ca.us If faxing, the bidder must confirm receipt, by phone, within one-half (1/2) hour of transmission.
- b. Questions must be directed to the attention of the buyer, Louann M. Jones and/or reference the RFQ number.
- c. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference. Final questions must be submitted to Purchasing by **March 18, 2014, 10:00 a.m.**

VENDOR CONFERENCE: On **March 10, 2014 at 10:00 a.m.**, a vendor's conference will be held in which the scope of the project and quotation requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Post-meeting, an addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Louann M. Jones at County of Fresno Purchasing, (559) 600-7118, if they are planning to attend the conference.

AUTHORIZED CONTACT: All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

NUMBER OF COPIES: Submit **one (1) original and two (2) copies** of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy."

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

FIRM QUOTATION: All quotations shall remain firm for at least 180 days.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

QUOTATION REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted FOB destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

EXCEPTIONS: Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.

3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered in duplicate to: Fresno County Coroner-Public Administrator, 3333 E. American Avenue, Ste. G, Fresno, California 93725. Reference shall be made to the contract number and equipment number if applicable on the invoice. Contractor will follow invoicing instructions in Scope of Work/Service Requirements and Conditions section of RFQ.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Coroner-Public Administrator.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-

Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the Fresno County Coroner-Public Administrator, 3333 E. American Avenue, Ste. G, Fresno, California 93725, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE:

Name of Insurance Carrier: _____

Public Liability: _____ Expires: _____

Automotive Insurance: _____ Expires: _____

Worker's Compensation: _____ Expires: _____

Proof of maintenance of adequate insurance will be required before award is made to vendor.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California .Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SCOPE OF WORK

SERVICE REQUIREMENTS AND CONDITIONS

The successful bidder shall provide all labor, materials, equipment, transportation etc. to perform the services specified below.

- A. Contractor shall be on call twenty-four (24) hours per day, seven (7) days a week for body removal services with the County of Fresno Coroner's Office.
- B. Coroner's office will place removal request calls to Contractor's office. Contractor will be responsible for transferring calls to the proper pick up and removal units. It is preferred that units be capable of radio dispatching.
- C. Pick up units shall have a minimum of two (2) persons unless otherwise authorized by the Coroner's office. Unit vehicles shall have a minimum capacity of two (2) cases.
- D. Pick up personnel shall be provided with photo ID cards or other valid identification for access to the scene of a Coroner's investigation. Personnel shall be neatly dressed and professional in appearance for all removal cases. The attire personnel wears during the removal of a deceased from a residence shall include dress slacks, collared button shirt, and a tie. A polo shirt will be permitted during the hot months. Jumpsuits are permitted in cases where climate, residential, or body conditions may result in contamination to personnel. The clothes worn by personnel must cover any tattoos or piercings (except ear piercings) at all times during removal.

All employees of the Contractor shall be "bondable" and each employee of the Contractor will be bonded at the expense of the Contractor. (\$25,000.00)

- E. All information concerning a Coroner's investigation is to be held in the strictest confidence by Contractor and Contractor's employees. Under no condition shall any information be divulged without the expressed permission of the Coroner.
- F. A criminal background check and DMV check will be required of any personnel involved in the provision of services to the Coroner. All personnel involved with removal shall also have a valid driver's license. Contractor shall be responsible for ensuring the checks are completed and that personnel possess a valid driver's license. Any costs associated with ensuring the checks are completed shall be borne by Contractor. Live scan and/or print out of driving records may be requested by Coroner's office.
- G. Quarterly meetings will be held to discuss any concerns/changes/opportunities, etc. and to review reports.
- H. Contractor shall use properly suited vehicles and provide all equipment and supplies, including but not limited to, slings, portable stretchers, linens, gloves, plastic sheeting, disaster or removal pouches. Contractor's vehicles shall be maintained in a clean and presentable fashion at all times.

Rear portions of vehicle shall be screened from public view. Representatives of the Coroner's office may from time to time make inspections of vehicles, equipment and supplies. Contractor shall be required to make the necessary corrections within ten (10) working days of notice thereof by the Coroner/Public Administrator.

- I. Contractor shall immediately inform the Coroner of any disciplinary action taken against personnel. This includes termination of an employee. Contractor shall also immediately inform the Coroner upon learning that any personnel has engaged in the use of illicit drugs or has abused a controlled or non-controlled substance during the term of the agreement. Upon request by the Coroner, Contractor must prohibit such personnel from engaging in the provision of any services to Coroner.
- J. Contractor's personnel shall arrive in Zone #1 area within one-half (1/2) hour and in Zone #2 within one and one-half (1 1/2) hours after notice by Coroner. Exceptions permitted for natural weather conditions or other hazardous conditions. [Refer to zone map/description attachment Exhibit 1]
- K. Operation time shall be one-half (1/2) hour at the removal site unless other instructions are given by the Coroner or special conditions prohibit removal within that time period. All directions will come from the Coroner or Coroner's representative.

The Contractor will follow written guidelines provided by the Coroner's office for removal procedure, decedent property handling and Coroner facility access. The Contractor and his agents will be responsible to correctly follow the guidelines. Failure by the Contractor or his agent to follow the established guidelines may result in complete or partial loss of payment for that removal.

The Coroner's staff may respond to any or all requests for removal by the Contractor to observe removal service compliance with established removal guidelines.

- L. Upon arrival at the scene of a removal, the Contractor and/or his employees will advise the Coroner's office employee on scene of their arrival. They will then return to their vehicle and await specific instruction from the Coroner's office employee.

In those cases where there is no Coroner's office employee on scene, the Contractor or his employees will act upon prior instructions from the Coroner's office staff.

If there are any questions regarding removal instructions, the Contractor or his employees are to contact the on-scene investigator or call the Coroner's Investigator.

The Contractor shall designate a "lead person" on each removal call. This person will be responsible to report to the Deputy Coroner Investigator handling the call. In the event the Deputy Coroner is not at the scene of the removal, it will be the responsibility of the "lead person" to insure the proper conduct of the removal staff, the proper handling of the remains, the associated property of the decedent, and follow the removal guidelines established between the Contractor and the County Coroner.

- M. After removal of the remains from the site, the pick-up unit will proceed to the County Morgue, located at 3150 E. Jefferson, Fresno, CA, unless otherwise directed. The remains will be moved from the pick-up unit's stretcher and placed on a morgue tray and put into a cooling unit unless directed by the Coroner or Coroner's representative to do otherwise.

The pick-up unit will tag the remains, log in the time, date of service, and the victim's name. Run sheets for each call must be completed at the start of the call and a copy left at the drop off of the deceased. [See attached Exhibit 2]

- N. ID badges for access to the Coroner facility will be issued to the Contractor. An ID badge will be assigned to a specific Contractor employee. Unauthorized use of the ID badge for facility access will terminate that Contractor's employee's access to the Coroner facility. ID badges must be returned to Coroner's office within four (4) days of employee's termination.
- O. Billing to the County Coroner will be on a once a month basis. Invoices will be sent in duplicate to: **County of Fresno Coroner-Public Administrator, 3333 E. American, Ste. G, Fresno, California 93725**. The invoice will include contract #, case name and charge. Charge will specify the rate, whether Zone #1, Zone #2, Stand-by Time, and/or Special Assistance Fees.
- P. For the purposes of this quotation, the County of Fresno shall be divided into two (2) zones for removal service:
 - 1. Zone #1 – shall refer to the Fresno-Clovis metropolitan area [Refer to zone map/description attachment Exhibit 1]
 - 2. Zone #2 – Entire Fresno County excluding Zone #1.
- Q. The County reserves the right to employ other Removal Services Operators to perform the Contractor's duties in the event of a disaster or other emergency circumstance; or the failure of the Contractor to fulfill his obligation as outline in the agreement. The ensuing agreement will not be "exclusive."

SERVICE FEE DESCRIPTIONS

- A. Service fees shall be made for the following:
1. Zone #1 removal services shall be at a per call rate.
 2. Zone #2 removal service shall be at a per call rate, regardless of vehicle mileage.
 3. Stand-by time in excess of one-half (1/2) hour at a call site, shall be billed in one-half (1/2) hour segments.
 4. Special assistance fees shall be based on the Stand-by rate.
 5. Dry runs, second and third removals from the same location shall be not more than one-half (1/2) the basic rate.

NOTE: There shall be no reimbursement for any mileage under this quotation request.

FREQUENCY OF REMOVAL REQUESTS

Estimated annual usage:

DESCRIPTION	ESTIMATED ANNUAL NO.	UNIT OF MEASURE
A. Zone 1 – Removal Services	850	EACH
B. Zone 2 – Removal Services	300	EACH
C. Zone 1 – Dry Run & Additional Removal	60	EACH
D. Zone 2 – Dry Run & Additional Removal	25	EACH
E. Stand-by Removals	80	HOUR
F. Special Assistance Service	20	HOUR

These numbers are intended as a general indication of prior use of the removal services and guideline for bidding and are not guaranteed quantities of services required in the future.

County guarantees no minimum service level as services will be requested on an as needed basis.

VENDOR INFORMATION

The vendor shall submit the following information as a part of his/her response to this Request for Quotation.

A. Company Experience

1. Description of company's experience in performing the services specified under this Request for Quotation.

B. Staffing

1. State the following for both full time and part time employees:
 - a. Job title
 - b. Job description
 - c. Quantity of full-time and part-time employees working under each classification
 - d. Experience of each employee.

C. Equipment

1. Identify primary equipment that will be used in satisfying the requirements of this Request for Quotation.
2. Vehicles, including make, model, year and mileage.

QUOTATION SCHEDULE

Company: _____
 Address: _____
 _____ Zip: _____
 Signed by: _____
 Print Name and Title: _____
 Telephone: () _____ FAX No.: _____

SERVICE FEES

1. Per Call Removal Rate – No Mileage; including one-half (½) hour operational time at removal site
 - A. Zone No. One Rate \$ _____ each
 - B. Zone No. Two Rate \$ _____ each

2. Dry Run & Additional Removal Rate
 - A. Zone No. One Rate \$ _____ each
 - B. Zone No. Two Rate \$ _____ each

3. Per Hour Rate – Billed in ½ hour segments
 - A. Stand-By Rate \$ _____ per ½ hour
 - B. Special Assistance \$ _____ per ½ hour

BASIS FOR AWARD

The following estimated usage quantities will be used to determine award of contract. It is emphasized that the usage quantities stated below are estimated only and that there shall be no minimum guarantee of required services under the ensuing contract.

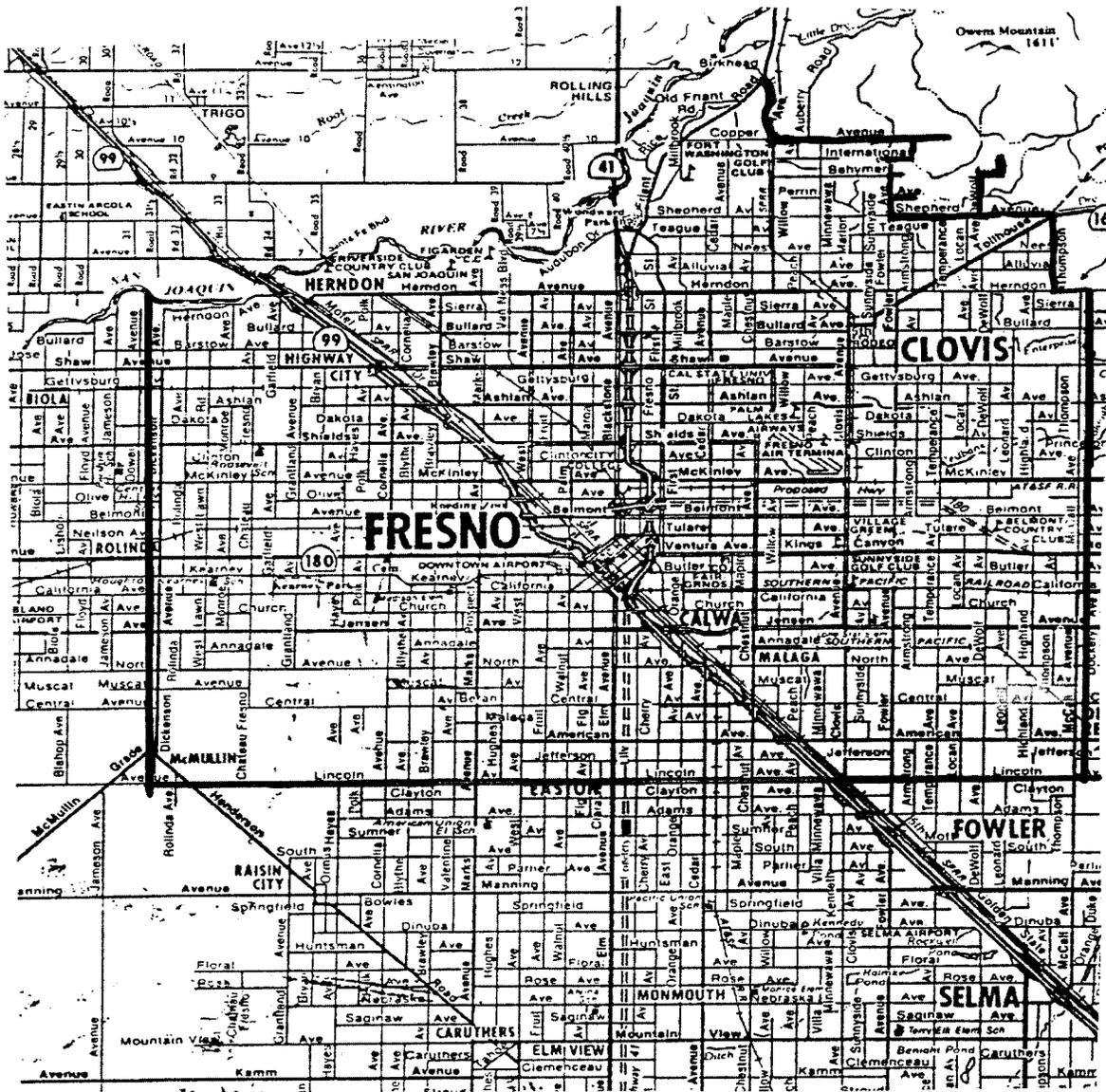
SERVICE DESCRIPTION	QTY	UNIT OF MEASURE	UNIT RATE	TOTAL
Zone No. One -- Removal Svc.	1226	each	\$ _____	\$ _____
Zone No. Two -- Removal Svc.	884	each	\$ _____	\$ _____
Zone No. One -- Dry Run & additional removal	68	each	\$ _____	\$ _____
Zone No. Two -- Dry Run & additional removal	65	each	\$ _____	\$ _____
Stand-By Removals	65	½ hour	\$ _____	\$ _____
Special Assistance Service	19	½ hour	\$ _____	\$ _____
			TOTAL	\$ _____

EXHIBIT 1

ZONE MAP

COUNTY OF FRESNO

DECEDENT REMOVAL SERVICE



ZONE NO. ONE: Within Darkened Boundary and San Joaquin River

ZONE NO. TWO: All of Fresno County Excluding ZONE NO. ONE as defined by this Map.

EXHIBIT 2

RUN SHEET/TRIP TICKET

COUNTY OF FRESNO

DECEDENT REMOVAL SERVICE

CORONERS TRANSPORT TRIP TICKET

Full Name: _____

Date of Birth: _____ **Male / Female** _____

County: _____

Place of Death: _____

Cross Streets: _____

City _____ **State:** CA **Zip:** _____

Time of Call: _____

Time of Arrival: _____

Stand By Begin: _____

Stand By Ends: _____

Time Completed: _____

Zone One/Zone Two: _____

Dry Run: Yes / No _____

Special Assistance: Yes / No _____

Shirt (Color): _____

Pants (Color): _____

Jacket (Color): _____

Shoes (Color): _____

Other Clothing: _____

Jewelry _____

Wallet / Money / Additional Items: _____

Property Released By: _____ **Date:** _____

Relationship / Title: _____ **Phone (____)** _____

Notes: _____

Deputy Coroner: _____ **Date:** _____

Driver: _____ **Driver:** _____

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. _____ Front page of the Request for Quotation (RFQ) has been signed (original signature) and completed.
2. _____ One (1) original and two (2) copies of the RFQ have been provided.
3. _____ Addenda, if any, have been completed, signed and included in the bid package.
4. _____ The completed *Reference List* as provided with this RFQ.
5. _____ The *Quotation Schedule* as provided with this RFQ has been completed, priced reviewed for accuracy and any corrections initialed in ink.
6. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
7. _____ The *Participation* page as provided within this RFQ has been signed and included
8. _____ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
9. _____ *Bidder to Complete* page as provided with this RFQ.
10. _____ Specification, descriptions etc. for items requested under *Vendor Information*.
11. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>962-5246</u>
Closing Date:	<u>March 27, 2014</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>DECEDENT REMOVAL SERVICES</u>

This Checklist does not need to be returned with your bid.

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 962-5246

DECEDENT REMOVAL SERVICES

March 14, 2014

PURCHASING USE

hrs

G:\PUBLIC\RFQ\962-5246 ADD 1.DOC

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2ND FLOOR
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON MARCH 27, 2014.

QUOTES WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

Quotes will be opened and publicly read at that time. All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: **Louann M. Jones**, phone (559) 600-7118, e-mail CountyPurchasing@co.fresno.ca.us, fax (559) 600-7126.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 962-5246 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM COVER PAGE WITH YOUR QUOTATION.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 962-5246

COMPANY NAME: _____
(PRINT)

SIGNATURE: _____

NAME & TITLE: _____
(PRINT)

QUESTIONS & ANSWERS

Q1. Will the County award this contract on low price alone?

A1. *Per page 2 in the Bidding Instructions section, under item AWARD: "Award will be made to the vendor(s) offering the services deemed to be to the best advantage of the County."*

Also see page 16 in the Quotation Schedule section, under item BASIS FOR AWARD: "The following estimated usage quantities will be used to determine award of contract."

Q2. Can the price be adjusted (in a year) since it was a two year contract with an additional year?

A2. *There are two points to be clarified with this question.*

1) *The initial term of the contract is for three (3) years with the possibility of two one year renewals by mutual written agreement. Refer to page 5 of the RFQ, under item labeled CONTRACT TERM. See under the next item labeled RENEWAL for the exact wording.*

2) **PRICES:** *Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.*

Q3. When will the contract be awarded?

A3. *We would like to have the contract in place by May 16, 2014.*

EXHIBIT C

CONTRACTOR'S RESPONSE TO COUNTY'S REQUEST FOR QUOTATION NO. 962-5246

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A

COUNTY OF FRESNO REQUEST FOR QUOTATION NUMBER: 962-5246

DECEDENT REMOVAL SERVICES

February 20, 2014

ORG/Requisition: 43300020/ 4331400069 PURCHASING USE IER G:\PUBLIC\RFQ\962-5246 DECEDENT REMOVAL SERVICE.DOC

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON MARCH 27, 2014.

QUOTATIONS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.
All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Louann M. Jones, e-mail CountyPurchasing@co.fresno.ca.us, phone (559) 600-7118, FAX (559) 600-7126.

GENERAL CONDITIONS: See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for RFQ/RFP documents and changes.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED QUOTATION SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR QUOTATIONS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule.

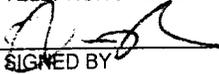
1. Complete delivery will be made within _____ calendar days after receipt of Order.
2. A cash discount _____ % _____ days will apply.

RR-M REYNA, INC. dba R & R TRANSPORT
COMPANY

1811 E. HEDGES
ADDRESS

FRESNO CA 93703
CITY STATE ZIP CODE

(559) 237-2105 (559) 485-6233 REYNA1024@comcast.net
TELEPHONE NUMBER FACSIMILE NUMBER E-MAIL ADDRESS


SIGNED BY

RAUL REYNA MANAGER
PRINT NAME TITLE

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: County of Fresno Coroner Contact: Kelly Matlock
 Address: 3333 E American Avenue, Suite G
 City: Fresno State: CA Zip: 93725
 Phone No.: (559) 600-3418 Date: 11-15-14
 Service Provided: Removal of decedents

Reference Name: Reade and Sons Funeral Contact: Irene Reade
 Address: 1103 E Street #102
 City: Fresno State: CA Zip: 93706
 Phone No.: (559) 237-3233 Date: _____
 Service Provided: Transport

Reference Name: California Transplant Donor Network Contact: _____
 Address: 1040 E Herndon Avenue, Suite 104
 City: Fresno State: CA Zip: 93720
 Phone No.: (559) 226-9002 Date: 3-12-14
 Service Provided: Transport tissue

Reference Name: Shant Bhavan Punjabi Funeral Home Contact: Henry Reade
 Address: 4800 E Clayton Avenue
 City: Fowler State: CA Zip: 93625
 Phone No.: (559) 834-3211 Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

Company Experience

Our transporters have an accumulated 35 years experience in the field. Professionals, such as law enforcement, emergency technicians, and staff at the coroner's office have made favorable comments regarding our appearance, and professionalism.

The Drug Testing Center will perform random drug testing. Our transporters must maintain clean driving records. DMV will notify us if there are any changes.

Staffing Full-time and Part-time

Our staff consists of part-time employees. Transporters are on-call, and a manager and assistant handle office duties, and daily operations.

Job Title: Transporter

Job Duties: Remove decedents and transport to Coroner's office.

Job Title: Manager

Job Duties: Oversee transporters and office staff. Order supplies, and oversees the maintenance of vehicles.

Job Title: Office Assistant

Job Duties: Payroll, Accounts Receivable, Accounts Payable.

The experience of each transporter ranges from 3 months to 25 years.

The Manager has over 30 years of experience, and the Office Assistant has over 20 years experience.

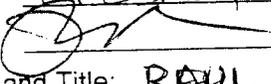
Equipment

Each van is equipped with portable stretchers, linens, gloves, plastic sheeting, and removal pouches. (See exhibits 1-4).

Vehicles

2008 Ford E350 VIN: 1FTSE34L28DB34903	87,000 miles
2009 Ford E250 VIN: 1FTNE24W39DA69773	85,600 miles
2011 Ford E150 VIN: 1FNE1EW2CDA25882	54,000 miles

QUOTATION SCHEDULE

Company: RR-M REYNA, INC. dba R & R Transport
 Address: 1811 E. HEDGES
ECESCO, CA Zip: 93703
 Signed by: 
 Print Name and Title: RAUL REYNA - MANAGER
 Telephone: (559) 237-2105 FAX No.: 559-485-6233

SERVICE FEES

1. Per Call Removal Rate – No Mileage; including one-half (½) hour operational time at removal site
 - A. Zone No. One Rate \$ 110.75 each
 - B. Zone No. Two Rate \$ 142.75 each

2. Dry Run & Additional Removal Rate
 - A. Zone No. One Rate \$ 60.00 each
 - B. Zone No. Two Rate \$ 75.00 each

3. Per Hour Rate – Billed in ½ hour segments
 - A. Stand-By Rate \$ 20.00 per ½ hour
 - B. Special Assistance \$ 35.00 per ½ hour

BASIS FOR AWARD

The following estimated usage quantities will be used to determine award of contract. It is emphasized that the usage quantities stated below are estimated only and that there shall be no minimum guarantee of required services under the ensuing contract.

SERVICE DESCRIPTION	QTY	UNIT OF MEASURE	UNIT RATE	TOTAL
Zone No. One -- Removal Svc.	1226	each	<u>\$110.75</u>	<u>\$ 135,779.50</u>
Zone No. Two -- Removal Svc.	884	each	<u>\$142.75</u>	<u>\$ 126,191.00</u>
Zone No. One -- Dry Run & additional removal	68	each	<u>\$ 60.00</u>	<u>\$ 4,080.00</u>
Zone No. Two -- Dry Run & additional removal	65	each	<u>\$ 75.00</u>	<u>\$ 4,875.00</u>
Stand-By Removals	65	½ hour	<u>\$ 20.00</u>	<u>\$ 1,300.00</u>
Special Assistance Service	19	½ hour	<u>\$ 35.00</u>	<u>\$ 665.00</u>
TOTAL				<u>\$ 272,890.50</u>

Quotation Schedule

In reviewing our expenses during the last three months, we found that we need to increase our rates. Insurance coverage such as worker's compensation, vehicle insurance, and vehicle expenses require such an increase. It is important for us to have sufficient supplies of body removal bags, gloves, sheets, etc. to ensure the high quality of service you've grown accustomed to. We've also had to consider the ever changing fuel rates. And not to be overlooked, our wages are competitive in a very specialized field.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature)

MANAGER

Title

Quotation No. 962-5246

EXHIBIT 1

Pull Notice Enrollment Form

County of Fresno

Decedent Removal Service



COMMERCIAL EMPLOYER PULL NOTICE ENROLLMENT OR DELETION OF DRIVERS

Department of Motor Vehicles
Information Services Branch
Employer Pull Notice—H265
P.O. Box 944231
Sacramento, CA 94244-2310

CHECK ONLY **ONE** PROCESS PER FORM
 ENROLL OR DELETE

Please type or print in ink

EMPLOYER RR-M REYNA, INC. dba R:R Transport		
CURRENT ADDRESS 1811 E. HEDGES		
CITY FRESNO,	STATE CA	ZIP CODE 93703

REQUESTER CODE	DATE
TELEPHONE ()	Ext
CONTACT PERSON'S NAME AND TITLE (FIRST, MI, LAST)	

CLASS LICENSE

- | | | |
|-------------|--|---|
| A - Class A | B/P - Class B with passengers (Charter-Party) | C/S - Class C with Special Certificates |
| B - Class B | C/H - Class C with Hazardous Materials Endorsement | C/P - Class C with PUC permit issued |

CALIFORNIA DRIVER LICENSE OR TEMPORARY "X" NUMBER	DRIVER'S LAST NAME ONLY	CLASS LICENSE	"REMARKS" FOR YOUR USE (LIMIT TO 21 SPACES)
1) B3580547	CAMACHO	C	
2) C3142224	DELA CRUZ	C	
3) C4021843	FUENTES	C	
4) B9772949	STEPHENSON	C	aka Jones
5) B6197735	JONES	C	
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			
14)			
15)			

_____ TOTAL DRIVERS ADDED (A \$5 ENROLLMENT FEE FOR EACH DRIVER WILL BE BILLED TO YOUR ABIS ACCOUNT)

_____ TOTAL DRIVERS DELETED (NO FEE)

FOR ENROLLMENT ONLY:

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

The driver(s) listed above are (1) mandated for enrollment under California Vehicle Code §1808.1. OR (2) have signed an "Authorization for Release of driver Record Information" form (INF 1101) or internal document with similar language AND are currently in an employer/employee relationship AND frequently drive during the course of their employment.

DATE 032514	SIGNATURE
PRINTED NAME AND TITLE	

To obtain additional forms and information please visit our website at: <http://www.dmv.ca.gov/vehindustry/epn/epngeninfo.htm>

Quotation No. 962-5246

EXHIBIT 2

Run Sheet / Trip Ticket

County of Fresno

Decedent Removal Service

CORONERS TRANSPORT TRIP TICKET
R. & R. Transport
559-217-9315 • 1811 E. Hedges • Fresno, CA 93703

Full Name: _____

Date of Birth: _____ Male / Female

County: _____

Place of Death _____

Cross Streets _____

City: _____ State: CA ZIP: _____

Time of Call: _____ Time of Arrival: _____

Stand By Begin: _____ Stand By Ends: _____

Time Completed: _____ Zone One / Zone Two: _____

Dry Run: Yes / No Special Assistance: Yes / No

Shirt (Color): _____ Pants (Color): _____

Jacket (Color): _____ Shoes (Color): _____

Other Clothing: _____

Jewelry _____

Wallet / Money / Additional Items: _____

Property Released By: _____ Date: _____

Relationship / Title: _____ Phone (_____) _____

Notes: _____

Deputy Coroner: _____ Date: _____

Driver: _____ Driver: _____

Quotation No. 962-5246

EXHIBIT 3

Drug Testing Center Enrollment Form

County of Fresno

Decedent Removal Service

DRUG TESTING CENTER

DRIVER/EMPLOYEE ENROLLMENT

PAGE ___ OF ___ COMPANY NAME: RR M Reyna, Inc. DATE: 03/25/14

USE THIS FORM TO ENROLL DRIVERS AND EMPLOYEES. OWNER/OPERATORS MUST ALSO USE THIS FORM

NAME: Donald Jones D.O.B. [REDACTED] SS# [REDACTED]
LICENSE # B6197735 STATE: CA EXP DATE: 09/29/14 HIRE DATE: 11/11/13
PLEASE CHECK ONE: PRE-EMPLOYMENT TEST ON FILE PLEASE SCHEDULE PRE-EMPLOYMENT TEST

NAME: Robert DeLaCruz D.O.B. [REDACTED] SS# [REDACTED]
LICENSE # C3142224 STATE: CA EXP DATE: 03/01/14 HIRE DATE: 11/11/13
PLEASE CHECK ONE: PRE-EMPLOYMENT TEST ON FILE PLEASE SCHEDULE PRE-EMPLOYMENT TEST

NAME: Orlando Fuentes D.O.B. [REDACTED] SS# [REDACTED]
LICENSE # C4021843 STATE: CA EXP DATE: 10/05/17 HIRE DATE: 11/11/13
PLEASE CHECK ONE: PRE-EMPLOYMENT TEST ON FILE PLEASE SCHEDULE PRE-EMPLOYMENT TEST

NAME: Bryant Sims D.O.B. [REDACTED] SS# [REDACTED]
LICENSE # E2120712 STATE: CA EXP DATE: 10/07/17 HIRE DATE: 01/17/14
PLEASE CHECK ONE: PRE-EMPLOYMENT TEST ON FILE PLEASE SCHEDULE PRE-EMPLOYMENT TEST

NAME: Amanda Jones D.O.B. [REDACTED] SS# [REDACTED]
LICENSE # B9772949 STATE: CA EXP DATE: 06/10/16 HIRE DATE: 01/16/14
PLEASE CHECK ONE: PRE-EMPLOYMENT TEST ON FILE PLEASE SCHEDULE PRE-EMPLOYMENT TEST

NAME: Jesus Camacho D.O.B. [REDACTED] SS# [REDACTED]
LICENSE # B3580547 STATE: CA EXP DATE: 04/09/16 HIRE DATE: 03/02/14
PLEASE CHECK ONE: PRE-EMPLOYMENT TEST ON FILE PLEASE SCHEDULE PRE-EMPLOYMENT TEST

NAME: _____ D.O.B. ____/____/____ SS# _____
LICENSE # _____ STATE: _____ EXP DATE: ____/____/____ HIRE DATE: ____/____/____
PLEASE CHECK ONE: PRE-EMPLOYMENT TEST ON FILE PLEASE SCHEDULE PRE-EMPLOYMENT TEST

NAME: _____ D.O.B. ____/____/____ SS# _____
LICENSE # _____ STATE: _____ EXP DATE: ____/____/____ HIRE DATE: ____/____/____
PLEASE CHECK ONE: PRE-EMPLOYMENT TEST ON FILE PLEASE SCHEDULE PRE-EMPLOYMENT TEST

COMPLETE THIS FORM AND RETURN TO: DRUG TESTING
CENTER 5612 N. BLACKSTONE FRESNO, CA 93710
PHONE: 559-440-1991 FAX: 559-440-1989
EMAIL: DTC@FRESNODRUGTESTING.COM

Quotation No. 962-5246

EXHIBIT 4

Vehicle Photographs

County of Fresno

Decedent Removal Service

Quotation No. 962-5246

EXHIBIT 5

Certificate of Liability Insurance

County of Fresno

Decedent Removal Service



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BJB

DATE (MM/DD/YYYY)

03/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU/MVP Ins Agency - Clovis 1635 Shaw Ave. Clovis, CA 93611 Bruce E. Begbie		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: REYNA-2		FAX (A/C, No):	
INSURED R&R Transport 1811 E. Hedges Ave Fresno, CA 93703		INSURER(S) AFFORDING COVERAGE INSURER A : State Compensation Ins. Fund INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 35076	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1961585	07/17/2013	07/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FREC0UC

Fresno County Coroner-Public-Administrator's Office
 3333 E. American Ave., Ste. G
 Fresno, CA 93725

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce E. Begbie

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Quotation No. 962-5246

EXHIBIT 6

Letter of Recommendation

County of Fresno

Decedent Removal Service

City of
FRESNO
Traffic Enforcement Bureau
2323 Mariposa Fresno, California

(559) 621-5050



March 20, 2014

County of Fresno
Contract Department
2220 Tulare Street, 6th floor
Fresno, CA 93721

To Whom It May Concern:

My name is Brian Hance and I am a Detective with the Fresno Police Department's Collision Reconstruction Unit within the Traffic Bureau. I am responsible for investigating fatal traffic collisions within the City of Fresno. I have been in my current assignment for fourteen years and have observed the work of several contracted Fresno County Coroner transport services.

Within the last year I have investigated several fatal scenes (traffic and homicide) where I have had the opportunity to work with R and R Coroner Transport, the current provider for the Coroner's Office removal service. It has come to my attention that the contract for the County Coroner transport/removal service is up for renewal. R and R Coroner Transport Company has vastly improved and surpassed the professionalism of past companies contracted to perform scene removal of deceased parties.

R and R Coroner Transport consistently arrives in a timely manner driving new, professionally marked transport vans with their employees appropriately dressed and identified with Coroner Transport attire. This alone is a great improvement over past practice because knowing who is entering/arriving to a crime scene is crucial. The employees of R and R Coroner Transport Company routinely perform their duties with respect to all parties in and around the scene.

It is my recommendation the County of Fresno retains R and R Coroner Transport as their contracted company to remove the fatally injured parties from their location of death.

Respectively Submitted,

A handwritten signature in black ink, appearing to read "B Hance", written over a vertical line.

Brian Hance
Detective, Fresno Police Department
Traffic Bureau/Collision Reconstruction Unit

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 962-5246

DECEDENT REMOVAL SERVICES

March 14, 2014

PURCHASING USE

hrs

G:\PUBLIC\RFQ\962-5246 ADD 1.DOC

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2ND FLOOR
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON MARCH 27, 2014.

QUOTES WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

Quotes will be opened and publicly read at that time. All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Louann M. Jones, phone (559) 600-7118, e-mail CountyPurchasing@co.fresno.ca.us, fax (559) 600-7126.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 962-5246 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM COVER PAGE WITH YOUR QUOTATION.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 962-5246

COMPANY NAME:

R & R TRANSPORT
(PRINT)

SIGNATURE:



NAME & TITLE:

PAUL REYNA MGR
(PRINT)

EXHIBIT D

Self-Dealing Transaction Form

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SELF-DEALING TRANSACTION DISCLOSURE FORM

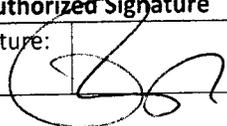
In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:	RAUL REYNA	Date:	4-23-14
Job Title:	MAN - RUN		
(2) Company/Agency Name and Address:			
R-RM REYNA FWC			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
N/A			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
N/A			
(5) Authorized Signature			
Signature:		Date:	4-23-14