

**COUNTY OF SONOMA**

**DEPARTMENT OF HEALTH SERVICES**

**Behavioral Health Division**

REQUEST FOR PROPOSALS #19-004

**Behavioral Health Services  
for Sonoma County Youth**

DATE OF ISSUE: TBD, 2019

Due: TBD, 2019

County of Sonoma, Department of Health Services  
Behavioral Health Division  
1450 Neotomas Avenue, Suite 200  
Santa Rosa, CA 95405  
<http://sonomacounty.ca.gov/Health-Services/>



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## **Section 1: Introduction and Background**

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### **1.1 Introduction**

The Sonoma County Department of Health Services (Department) is pleased to invite you to respond to a Request for Proposals (RFP) for the above RFP. This RFP outlines the information necessary to understand the competitive selection process and the required documentation necessary for the submission of proposals. All interested proposers must meet the requirements specified in this RFP. Proposers must have qualified staff on hand for this project and be ready to begin work on the date this project is initiated.

The Department reserves the right to issue an award under this RFP to a single or multiple individual(s) and organization(s), at its sole discretion. If the Department determines that no proposer meets the requirements of this RFP, the Department, at its sole discretion, reserves the right to reject all proposals.

The Department is an outcomes-based organization. All contracted services are required to support the Department's mission to promote and protect the health and well-being of every member of the community and vision to be the healthiest county in the State of California by 2020.

An extension in contract amount, scope, and term may be granted dependent on available funding and contractor performance, subject to County Board of Supervisors approval.

### **1.2 Background**

The Department of Health Services is seeking Community Based Organizations (CBO) to join the County's Mental Health Plan (MHP) to provide Early Periodic Screening, Diagnostic, and Treatment (EPSDT) and Specialty Mental Health Services (SMHS) to children and youth ages 0-20, who meet criteria for Serious Emotional Disturbance (SED) as per the California Welfare and Institutions Code.<sup>1</sup>

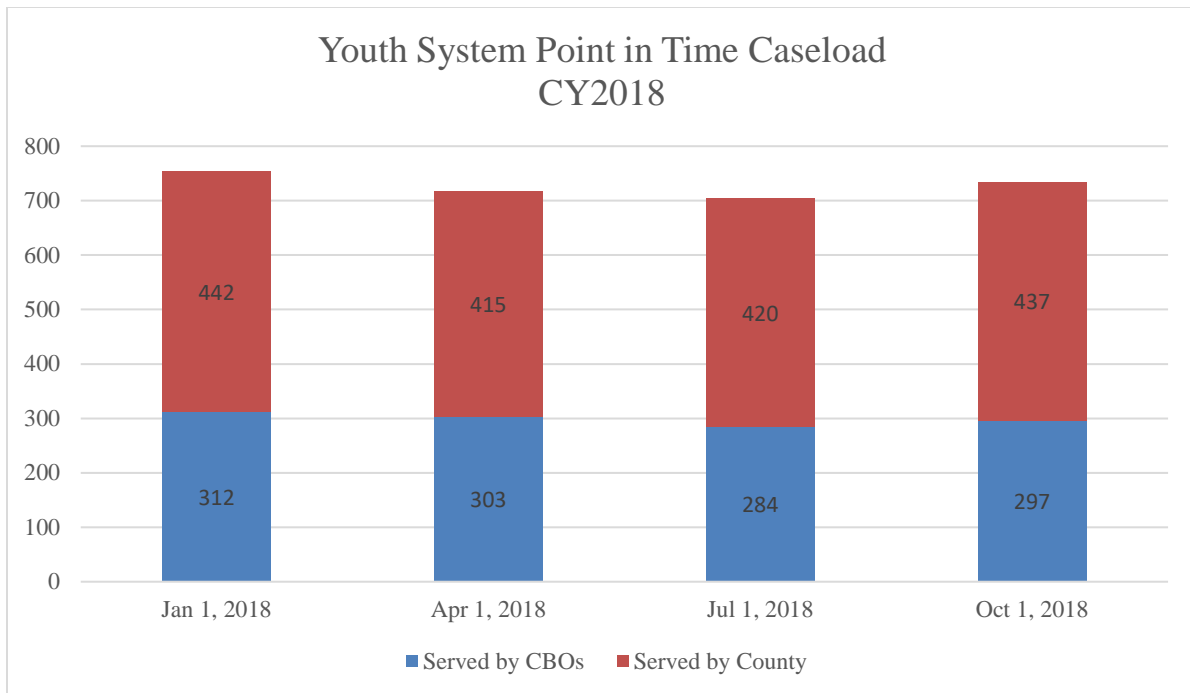
The County will operate Full Service Partnership (FSP) programs designed to provide an array of intensive community-based services to children with Serious Emotional Disturbance (SED) who are at risk of placement in institutional care or removal from their home or foster home. Sonoma County Behavioral Health staff will lead FSP teams, and will access additional supportive services from CBOs as necessary to meet the unique needs of children, youth and families.

Children who have SED, but do not require FSP services, will be served by CBOs which will provide a variety of specialty mental health services to support each child, youth and family's treatment goals.

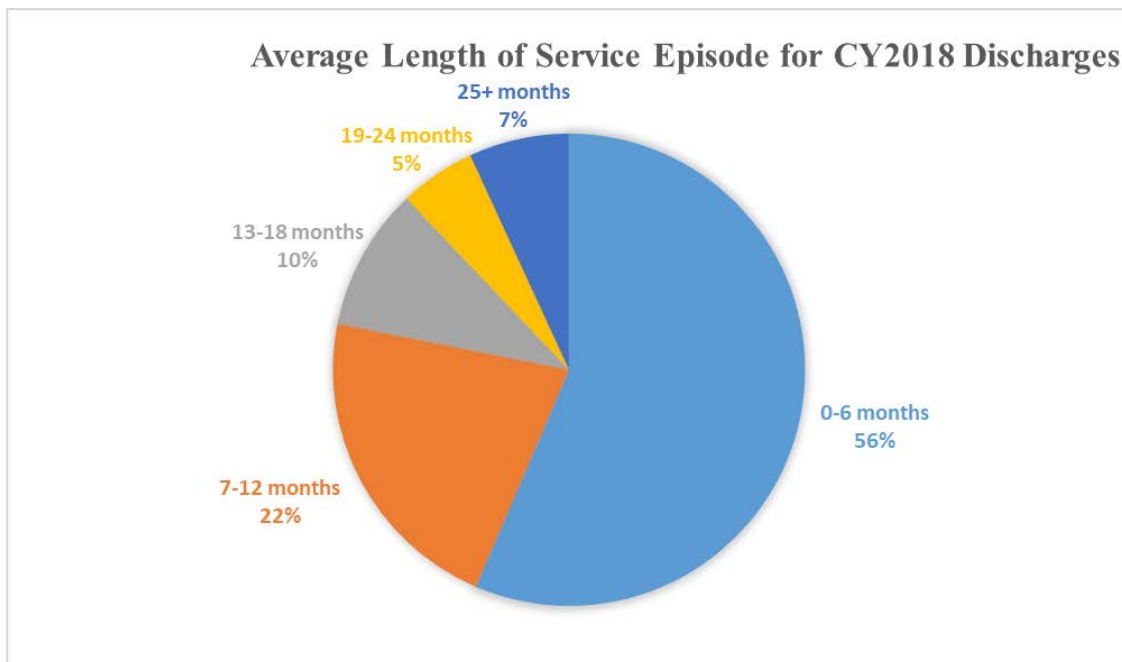
An approximate average of 728 children and youth (632 unduplicated), age 0-20, are served by the Sonoma County Mental Health Plan at a point in time. In FY 17-18 the MHP received an average of 75 requests per month for SMHS, with a minimum of 53 and a maximum of 109 in a given month.

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<sup>1</sup>See WIC 5600.3 & CCR, Title 9 Sections § 1830.205 and §1830.210 for more information



The average length of service episode per child discharged in 2018 was 8.9 months. Most clients were discharged within 6 months, but many clients were engaged for longer.



### Outcomes of Interest

The Department is committed to tracking meaningful outcomes, and working with CBOs to ensure that high quality services are delivered effectively and efficiently. The primary outcomes of interest for this RFP include:

- Network adequacy: No child should be turned away from services due to a lack of system capacity.
- Timeliness: Children identified as eligible for a potential service should be offered a service appointment with an appropriate provider within 10 business days.
- Improvement in mental health conditions: Children should show improvements on the CA CANS 50, the Pediatric System Checklist 35,<sup>2</sup> and/or other outcome measurement tools CBOs may utilize.
- Reduced out of home placements: The County aims to provide children with the care and support they need to remain at home and out of a placement in a hospital or other facility unless absolutely necessary.

The County is eager to work with service providers to identify additional outcomes and metrics to measure over the duration of these contracts that could help ensure that children are receiving the care they need.

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## Section 2: Schedule of Key Dates

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The following schedule of key dates is subject to change without notice to proposers.

Key Dates	Event
March 13, 2019 (est.)	Release Request for Proposals
March 20, 2019 (est.)	Vendor Tele-Conference (optional)
March 27, 2019 (est.)	Proposer Questions Due by 2:00 p.m.
April 3, 2019 (est.)	County Response to Questions
April 17, 2019 (est.)	Proposals Due by 2:00 p.m.
April 24, 2019 (est.)	Proposals Evaluated by County
May 8, 2019 (est.)	Finalist Interviews Conducted (if applicable)
May 15, 2019 (est.)	Notice of Intent to Award

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## Section 3: Local Preference

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It is the policy of the County of Sonoma (County) to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses, and contractors to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or contractor that has a valid physical address located within Sonoma County from which the vendor or contractor operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, the Department will consider the locality of contractors or businesses and their sub-contractors along with other criteria identified in this RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-contractors, the County strongly encourages using local service providers. More information about the County's purchasing policies can be found at:

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<sup>2</sup> State regulations require providers to regularly assess children using the CA CANS 50 and/or PSC 35.

Local Preference Policy for Services: <http://www.sonoma-county.org/purchasing/selling.htm>

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#### **Section 4: Minimum Qualifications**

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The successful proposer(s) must possess the following qualifications:

- a. Successful awardees must be or become Medi-Cal site certified in accordance with California Code of Regulations (CCR) Title 9, CCR Section 1810.435 and the requirements specified in Appendix D of the Sonoma County Department of Health Services contract with California Department of Health Care Services (DHCS).
- b. Experience and qualifications commensurate with this project.
- c. Development and implementation of a work plan(s) for project(s) similar to the scope of work desired for this project.
- d. Demonstrated ability to provide culturally competent services.<sup>3</sup>

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#### **Section 5: Scope of Services**

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The County is looking for CBOs to:

- a) supplement County-provided Full Service Partnership services
- b) provide an array of services to children identified as needing a service constellation that is less than that provided by FSP.

As part of the Full Service Partnership program, County staff will complete assessments and reassessments, lead the Child and Family Teams, and provide family therapy, in addition to providing intensive services as appropriate. The County is looking for CBOs to supplement County services by providing the following services to FSP children, youth and families:

- individual, group, and family therapy
- in-home and community-based rehabilitation services
- Therapeutic Behavioral Services (TBS)

If the need for FSP or Access assessment services exceeds County capacity, the County will activate CBOs to provide Access assessment and/or the entire FSP program for children, youth and families including assessments and reassessments, leading the Child and Family Teams, and providing family therapy, in addition to other intensive services as appropriate.

The MHP will assess and refer children with SED who do not meet the requirements for FSP to CBOs that will provide a suite of SMHS that will include:

- Rehabilitative Mental Health services (community and/or home-based)
- Outpatient Therapy and Mental Health services
- Medication Support Services
- Therapeutic Behavioral Health Services<sup>4</sup>

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<sup>3</sup> According to CCR “Cultural Competence” means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency, or among those persons providing services that enables the system, agency, or those persons providing services to work effectively in cross cultural situations.

<sup>4</sup> See CCR Title 9, Division 1, Chapter 11, Subchapter 1, Article 2 for definitions of the services described

The County seeks to award a contract or multiple contracts that enable the MHP to accomplish the following:

- The County aims to provide appropriate coverage and capacity across all regions of the county. Proposals that support the County's efforts to provide services in West County (Monte Rio, Guerneville, Sebastopol), North County (Cloverdale, Windsor, Healdsburg), Central County (Santa Rosa), South County (Petaluma, Rohnert Park), and East County (Sonoma Valley) are of particular importance.
- The County will provide bilingual and bicultural services where appropriate.
- The County will promote continuity of care. CBOs or collaborations of CBOs that provide the most complete range of services will be better positioned to provide continuity of care for children, youth and families whose needs change over time.
- The County is committed to supporting program and service delivery models that are proven to be effective. Proposers that utilize Evidence Based Practices (EBP) and can demonstrate their ability to implement those practices with fidelity are desired.<sup>5</sup>

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## Section 6: Proposal Submittal Form

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### 6.1 Form

Proposers must submit one (1) electronic copy to the County of Sonoma's Supplier Portal. The link to the Supplier Portal is: [Sonoma County Supplier Portal](#).

Note: Proposers must be registered to submit electronic submittals. See registration instructions on the Supplier Portal link above.

Additionally, proposers must submit one (1) signed original, and three (3) copies of the signed proposal per the schedule or as revised by addendum. Do not place an original or copies in binders. Proposals must be enclosed in a sealed envelope or package and clearly marked "Department of Health Services, Behavioral Health Division, Behavioral Health Services for Sonoma County Youth - RFP." Proposals shall be submitted to:

Department of Health Services  
Administration – CBID  
1450 Neotomas Avenue, Suite 200  
Santa Rosa, CA 95405

### 6.2 Due Date

Proposals must be received, regardless of when it was postmarked, no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

Failure to meet the proposal submission deadline is considered an indisputable basis for disqualification. **Late proposals will not be accepted nor forwarded to the evaluation committee to be scored.**

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<sup>5</sup> For assorted resources related to identifying EBPs, see <https://www.samhsa.gov/ebp-web-guide/mental-health-treatment> or <https://www.samhsa.gov/ebp-resource-center>

### **6.3 General Instructions**

To receive consideration, proposals shall be made in accordance with the following instructions:

- a. The completed proposal shall be without alterations or erasures.
- b. No oral or telephonic proposals will be considered.
- c. The submission of a proposal shall be an indication that the proposer has investigated and understands and agrees with the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.
- d. Proposals are not scored on length. Please use appropriate brevity, and focus responses on the scope of services as described in this RFP.

## **Section 7: Proposal Format and Content**

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For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

### **7.1 Cover Letter**

Proposals shall include a cover letter that includes the following:

- a. The proposer's name or DBA, full mailing address, e-mail address, telephone number, and the name of the primary contact person.
- b. The name, title, and organization of the individual authorized to bind the proposer into a contract with the County of Sonoma. All parties signing the agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.
- c. Statement that proposer claims entitlement to the County's Local Preference Policy for Services and has a valid physical address located within Sonoma County from which proposer operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County (if applicable).

### **7.2 Organizational Information**

- a. In addition to the information provided in Section 7.1 (Cover Letter), proposals shall provide the proposer's IRS status, number of years in business, core competencies, and a list of all contracts in effect with the County of Sonoma.
- b. Providers may (but are not required to) list contracts with other California state, county, or local government entities.
- c. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. See Section 7.6 for additional information.



### 7.3 Qualifications and Experience

#### 7.3.1 Experience

Provide specific information in this section concerning proposer's experience in the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted, as appropriate.

#### 7.3.2 References

Provide the names, addresses, and telephone numbers of at least three (3) references for whom similar services have been provided.

#### 7.3.3 Letters of Support (optional)

Proposers may provide up to two (2) letters of support from entities with which the individual or firm has collaborated in the past. An individual or firm may include, but is not limited to, a city, county, hospital, health care provider, school, affordable housing advocate, economic development or employment organization, or a community-based organization.

#### 7.3.4 Debarment

Disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

#### 7.3.5 Compliance Program

Describe your organization's Compliance Program and measures to ensure compliance with federal and state rules applicable to participation in a federal health care program, per 42 CFR 438.606. At a minimum, include the following:

1. Identify your Compliance Officer, a description of their job duties, and who they report to.
2. Describe how your Board of Directors or other governing body will be involved in the oversight of your Compliance Program.
3. Describe your organization's compliance policies, procedures and standards of conduct. Include the process for your staff to report any known or suspected inappropriate activity or misconduct including fraud, waste and abuse.
4. Describe your exclusion screening process to ensure that you will not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Health care Program (including Medicare and Medicaid) that is on any published federal or state lists regarding the sanctioning, suspension or exclusion of individuals or entities. At a minimum the following screenings must be included in your processes:
  - a. Office of Inspector General List of Excluded Individuals/Entities (LEIE)- checked prior to employment and monthly thereafter.
  - b. California Department of Health Care Services Medi-Cal List of Suspended or Ineligible Providers (LSIP)- checked prior to employment and monthly thereafter.

- c. System for Award Management (SAM)- checked prior to employment and monthly thereafter.
  - d. Social Security Administration's Death Master File- checked prior to employment.
  - e. National Plan and Provider Enumeration System (NPPES)- checked prior to employment.
- 5. Describe your staff training plan that includes elements of your compliance program, your organization's standards of conduct, reporting system, non-retaliation policy, who the Compliance Officer is and an explanation of fraud, waste and abuse.
  - 6. Describe your internal auditing processes of Medi-Cal and Medicare claims and your overpayment refund processes.
  - 7. Describe your credentialing processes to ensure staff credentials are valid upon hire and then maintained thereafter.
  - 8. Describe your method to verify whether services reimbursed by Medicaid were actually furnished to the beneficiaries.

#### **7.4 Project Approach and Work Schedule**

##### **7.4.1 Scope of Work**

- a. Provide a description of the services that will be offered. This may include a description of the service model, approach to multimodal service provision, theory of change or other organizing frameworks.
- b. Describe services that will be delivered via an Evidence-based Practice.
  - State the practice and describe the level of evidence that supports it. Provide links to any supporting material demonstrating the efficacy of the service model. Examples include but are not limited to: SAMHSA Evidence-Based Practices Resource Center<sup>6</sup>, California Evidence-Based Clearinghouse for Child Welfare<sup>7</sup>, and the National Child Traumatic Stress Network<sup>8</sup>.
  - Describe service training and monitoring used, or that will be used, to support model adherence or fidelity to the model. Describe certifications, licenses or other relationships you have or will have with the EBP Developer or authorized implementer.
- c. Potential proposers must demonstrate an ability to provide culturally competent services. Specifically proposers must disclose 1) their previous experience with providing services to the diverse ethnic, linguistic, sexual or cultural population to be served; 2) their current ability to provide the specific project services to the diverse ethnic, linguistic, sexual or cultural population to be served; and 3) the specific outcome measures, qualitative and quantitative, which demonstrate that the project provides culturally and linguistically competent services.

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<sup>6</sup> <https://www.samhsa.gov/ebp-resource-center>

<sup>7</sup> <http://www.cebc4cw.org/>

<sup>8</sup> <https://www.nctsn.org/>

- d. Describe the timeline for delivering services. If you are proposing to initiate new services or expand existing services in the county, provide a work plan which details the timeline for ramping up services and the date by which new services will be fully operational.
- e. Describe the number of FTEs assigned to provide the direct services listed in the proposal. List the maximum caseload size of staff for the different services offered. Estimate the number of clients you expect to serve with each service proposed over a one-year period.<sup>9</sup>
- f. Describe the region(s) where you will provide services, and the expected number of FTEs available to provide services in each region.<sup>10</sup>
- g. Describe the systems and processes you use to track the progress of clients and your ability to report on key milestones, achievements, and outcomes.
- h. Provide an organizational chart identifying each member of the firm involved with the project. The chart shall show the organizational structure of the team and the specialty or position of each team member.
- i. Describe the level of quality control that you recommend for this project. What characteristics define this level of quality? What steps will you take to ensure fidelity to the intervention model?

## 7.5 Cost

- a. Provide an itemized budget and budget narrative. The proposal's budget shall clearly state ALL of the costs, direct and indirect, associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services. Total allowable costs should be in accordance with the reimbursement principles in Part 413 of Title 42 of the Code of Federal Regulations, OMB Circular A-87 and CMS Medicaid non-institutional reimbursement policy.
- b. The project costs must be broken out and include all expenses that will be charged to the County, including but not limited to hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the proposer's proposal.
- c. Provide Service Rate proposal.
- d. Provide service rate calculations and the methodology used.
- e. Provide the methodology used for indirect costs (Indirect cost must not exceed 15%).
- f. Please note the County will not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits.

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<sup>9</sup> The number of direct service FTEs should match the number of FTEs in your budget. For example, if one staff member is providing two types of services and spending equal time on each, that person should be listed as a .5 FTE on each service type.

<sup>10</sup> The number of direct service FTEs should match the number of FTEs in your budget. If one staff member will be working in multiple regions, please estimate what percentage of their time will be spent on clients in each region and divide their FTE accordingly.

#### **7.6 Joint Ventures and Identification of Subcontractors**

Two or more CBOs who want to work together to provide a more comprehensive suite of services may submit an application as a joint venture. The group of CBOs interested in working together should assign one applicant to be the lead or “Prime” on the application. The Prime should submit an application under their name, list the other CBO(s) who will be participating in the Proposal as subcontractors, and describe the full suite of activities the joint venture will be undertaking. The application should clearly delineate which services will be performed by which CBO.

Subcontractors may choose to submit a standalone proposal in addition to their participation in a joint venture. CBOs that provide a specialty service or operate in a remote region are encouraged to submit standalone proposals in addition to any joint ventures they may participate in to maximize their chances of being selected.

In general, for all subcontractors that Proposers intend to use for their proposed scope of work, Proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

#### **7.7 Contract Terms**

Proposers must include a statement acknowledging their willingness to accept the Sample Agreement terms (Section 16 “Attachments”) or identify specific exceptions to the Sample Agreement.

#### **7.8 Insurance**

Proposers must include a statement acknowledging their willingness to submit and comply with all insurance requirements as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

#### **7.9 Additional Information**

Include any other information you believe to be pertinent but has not been listed as required.

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### **Section 8: Corrections and Addenda**

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- a. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below and notification given to all parties in receipt of this RFP.
- b. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
- c. Addenda issued by the Department interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal (or deliver them to the address in

Section 6.1 of this RFP), if the proposer has previously submitted a proposal to the Department). Any oral communication by the Department's designated contact person or any other County staff member concerning this RFP is not binding on the Department and shall in no way modify this RFP or any obligations arising hereunder.

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### **Section 9: Questions on RFP**

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses to all inquiries. Written answers will be shared with all potential bidders through an addendum on the county's Supplier Portal and email notification. The County will hold an optional vendor tele-conference to solicit questions regarding the content of this RFP from potential applicants on the date listed in the Schedule of Key Dates in Section 2. The purpose of this tele-conference is to solicit questions. Answers will not be provided on the tele-conference call. Answers will be provided in writing as described above. Attendance at this tele-conference is optional and will not affect the scoring of proposals.

Questions should be sent via email directly to [russell.carpenter@sonoma-county.org](mailto:russell.carpenter@sonoma-county.org) with a copy to [DHS-Contracting@sonoma-county.org](mailto:DHS-Contracting@sonoma-county.org). Questions will not be accepted by phone.

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### **Section 10: Selection Process**

#### **10.1 Content Review**

All proposals received by the specified deadline will be reviewed by the Department for content, including but not limited to related experience and professional qualifications of the proposers.

#### **10.2 Conflict of Interest**

County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the Department of the name of the County employee in the proposal.

#### **10.3 Criteria**

Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):

- a. Demonstrated ability to perform the services described
- b. Experience, qualifications and expertise
- c. Quality of work as verified by references
- d. Cost
- e. A demonstrated history of providing similar services to comparable entities
- f. Comprehensiveness of proposal and ability to provide a suite of services to a variety of regions
- g. Use of Evidence Based Practices and ability to ensure model fidelity
- h. Ability to track, manage, and report on performance and outcomes data

- i. Ability to deliver culturally competent services
- j. Completeness of proposal
- k. Willingness to accept the County's contract terms
- l. The locality of the proposer
- m. Ability to provide bilingual and bicultural services
- n. Any other factors the evaluation committee deems relevant

#### 10.4 Purchasing Agent

The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the Department. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

#### 10.5 Additional Information

The Department may, during the evaluation process, request from any proposer additional information which the Department deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.

#### 10.6 Errors and Corrections

An error in the proposal may cause the rejection of that proposal; however, the Department may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the Department will consider the conformance of the proposal to the format and content required by this RFP, and any unusual complexity of the format and content required by this RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the Department may, at its sole option, correct an error based on that established content. The Department may also correct obvious clerical errors. The Department may request clarification from a proposer on any item in a proposal that Department believes to be in error.

#### 10.7 Selection

The Department reserves the right to select the proposal which in its sole judgment best meets the needs of the Department. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** The County also makes no guarantee of any or equal amounts of work.

#### 10.8 Notification of RFP Results

All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process. RFP results and information regarding the selected firm(s) will be posted on the Department of Health Services website providing notification to all interested parties.

## **10.9 Board of Supervisors**

Generally, the firm selected will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

## **Section 11: Finalist Interviews**

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If following initial screening the Department determines that finalist interviews are necessary, the evaluation committee may select those proposers deemed most qualified for this project for further evaluation. Interviews of these selected proposers may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## **Section 12: Miscellaneous Provisions**

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### **12.1 Rights and Regulations**

#### **12.1.1 Commitment**

The issuance of this RFP does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.

#### **12.1.2 Reservation of Right to Reject**

The Department reserves the right to reject any or all proposals or portions thereof if the Department determines that it is in the best interest of the County to do so.

#### **12.1.3 Waiver of Deviation**

The Department may waive any deviation in a proposal. The Department's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Department reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The Department further reserves the right to award the agreement to the proposer or proposers that, in the Department's judgment, best serves the needs of Sonoma County.

#### **12.1.4 Final Approval**

All proposers submit their proposals to the Department with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.

#### **12.1.5 Distribution Disclosure**

Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the Department, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by

highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The Department will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

The Department will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the Department does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

- a. <LEGAL NAME OF PROPOSER> shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code § 6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that <LEGAL NAME OF PROPOSER> has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

## **12.2 Pre-contractual Expenses**

The County shall not be liable for any pre-contractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

## **12.3 Proposal Alternatives**

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The Department reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

## **12.4 Lobbying**

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.



### **12.5 Form of Agreement**

- a. No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- b. A sample of the agreement is included (Section 16 “Attachments”) hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County’s standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County’s sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the agreement may constitute grounds to reject the proposal.
- d. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the proposer’s proposal.

### **12.6 Duration of Proposal**

All proposals will remain in effect and legally binding for at least ninety (90) days.

### **12.7 Cancellation of Intent to Award; Time is of the Essence**

Time is of the essence in awarding agreement(s) under this RFP. Unless otherwise authorized by County, the selected proposer will be required to execute an agreement with the County for the services requested within sixty (60) days of the Department’s notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the Department reserves the right to retract any notice of intent to award and proceed with awards to other proposers, or not award at all.

### **12.8 Withdrawal and Submission of Modified Proposal**

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or their authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

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## **Section 13: Living Wage**

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The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development

assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

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#### **Section 14: Protest Process**

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Any and all protests must be in writing and must comply with the timelines and procedures set forth at:

<http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Protests-and-Appeals/>

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#### **Section 15: Web Site References**

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<http://www.sonoma-county.org/purchasing>

<http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Supplier-Portal/>

<http://sonomacounty.ca.gov/Departments-Agencies/Health-Services/>

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#### **Section 16: Attachments**

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<Contract template to be attached>