



REQUEST FOR PROPOSALS #2019-28

FOR

JUVENILE DEPARTMENT COMMUNITY BASED DIVERSION PROGRAM

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
Procurement Division Director**

**Peter Madaus
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: April 30, 2019

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	March 28, 2019
Protest of Specifications Deadline.....	April 4, 2019, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	April 23, 2019, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	April 30, 2019, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July 1, 2019

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	9
Section 5 – Proposal Content (Including Proposal Certification).....	13

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, April 30, 2019** (“Closing”), to provide a Juvenile Department Community-Based Diversion Program. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin on July 1, 2019 and continue through June 30, 2024.

RFP Documents can be downloaded from ORPIN at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2019-28-19. Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda from Website listed above. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Peter Madaus, pmadaus@clackamas.us, 503-742-5451.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written

protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Juvenile Department (CCJD) is seeking proposals from qualified programs and organizations to provide a Community-Based Diversion Program (“Program”) for youth who are primarily first time offenders residing in Clackamas County who have been referred to CCJD for some status offenses, violations, and low-level misdemeanor offenses. Diversion Programming is offered in eleven different cities and towns throughout Clackamas County, utilizing community volunteers and interacting heavily with community stakeholders. The eleven cities and towns are Canby, Gladstone, Estacada, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville.

CCJD is committed to the philosophical approach of restorative justice, which ensures that youth are held meaningfully accountable, victims are heard and empowered, and communities are engaged as stakeholders that have been negatively impacted. Restorative justice values accountability, empowerment, and interconnectedness. Diversion, as the lowest level of intervention, diverts youth back to their community and away from the formal justice system. Offering diversion programming in eleven cities and towns in Clackamas County provides an opportunity for youth to repair the harm they have caused in the communities where they live.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The mission of the CCJD is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community.

CCJD supports a system of early intervention and intervention that addresses a youth’s risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports to prevent further system involvement. Youth will be assisted in creating greater connections within their community. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. Key strategies used are validated risk assessment screening tools, accurate service matching, and restorative justice practices.

CCJD is dedicated to providing diversion services that align with the following objectives of the CCJD’s Strategic Business Plan:

Community and Prevention - the Juvenile Department and our community partners will share common goals for the prevention of youth crime, and the reformation of those youth who do commit crime

Victims’ Needs - victims of juvenile property crime will be heard, receive restitution and see juvenile offenders held accountable

Accountability - provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused

Reformation - provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community

Assessment - provide assessment services to youth referred to the Department so they can be matched with the appropriate level of monitoring and services

Family Engagement - parents and guardians who have children involved with the Juvenile Department will be engaged as partners in their child's reformation

3.3. SCOPE OF WORK

The outcome of this RFP process is to secure a skilled provider who can provide diversion/early intervention services in the community for designated status offenses and misdemeanors committed by youth of Clackamas County in eleven cities and towns, in which restorative justice practices are utilized as part of the provider's service delivery.

3.3.1. Program Goals:

The overall program goal is to provide community-based interventions for low level, first time offenders who are generally low risk to reoffend, and their families in Clackamas County. This program will utilize restorative justice values and principles where youth are held meaningfully accountable to their victims and community.

All proposals submitted must include a description of how the provider will achieve each of the goals set forth for the Diversion Program.

- **Family First:** The family drives the plan.
 - We respect and honor family voice and guarantee safety for its expression throughout the process
 - We assure that youth and families are empowered to shape the plan based on what they understand as their strengths and needs
 - We are committed to culturally sensitive behavior toward the family throughout the process
 - We understand that building trust with families is our job
 - We protect families by honoring confidentiality
- **Engagement and Motivation:** We help families discover what will work for them
 - We use effective strategies to help families find their own motivation for trying new strategies (e.g., what's in it for us?)
 - If a family is not engaging we ask ourselves what we can do differently
 - We stay balanced and avoid taking sides between family members
- **Effective Teamwork:** As partners we take care of each other
 - We help each other
 - We clearly understand our roles and honor boundaries
 - We listen for understanding and speak truthfully to each other
 - We keep our commitments
 - Keep youth from unnecessarily penetrating further into the Juvenile Justice System
 - Demonstrate commitment to restorative justice practices
 - Provide opportunities for victims to be heard and participate in the process, if desired
 - Engage community volunteers as part of the Diversion Program
 - Involve community members such businesses, non-profit entities, school administrators, and/or the local police department to support the Diversion Program

- Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service
- Use culturally-relevant services (including language) with Latino youth and families

The provider selected for this program will provide all direct service delivery.

3.3.2. Service Components:

All Diversion Program proposals received through this RFP must include a description of how the Provider will incorporate the following components into its proposed Diversion Program:

1. Provide low level early intervention services in the community for status offenses and misdemeanor offenses designated by CCJD
 - a. Provider will locate opportunities within the community so low level youth are not participating in services with youth from the Juvenile Department whenever possible
 - b. Provider will identify community resources to support youth participating in the Diversion program, which may include, but is not limited to the following examples:
 - i. Restorative community service
 - ii. Skills groups
 - iii. Counseling services
 - iv. Drug and alcohol assessments
 - v. Pro-social opportunities
 - vi. Parenting support
2. Keep youth from unnecessarily penetrating further into the Juvenile Justice System
 - a. Reviews the case to confirm appropriateness for diversion based on established guidelines from the CCJD
 - b. Youth and their parents or guardians are contacted and services initiated within 30 days of receiving a referral from CCJD
 - c. Conduct initial risk assessment screening (CCJD will provide the assessment tool and process for identifying and returning referrals to CCJD which need a higher level of intervention than the Diversion Program offers)
 - d. Incorporate the needs of the youth, victim and community when working with the youth referred to the Diversion Program
3. Demonstrate commitment to a diversion program which incorporates restorative justice practices into service delivery.
4. Provide opportunities for victims to be heard and participate in the process
5. Involve and work collaboratively with other professionals in the field including, but not limited to, community members such as volunteers and partners, school administrators, and/or the local police department to support the Diversion Program
 - a. Recruitment, vetting, coaching, tracking and retention of all involved community members who are volunteering with the Diversion Program
6. Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service
 - a. Ensure quality customer service
 - b. Supervision of all program processes, casework approaches and required documentation
 - c. Monitor and track completion of diversion agreements, generally to be completed within 60-90 days of signing the diversion agreement, and return cases to CCJD with a closing summary within 14 days of case closure
 - d. Provide training to staff as necessary including, but not limited to:
 - i. Restorative justice

- ii. Trauma Informed Care
- iii. Cultural and Gender (including gender identity) Responsivity
- iv. Confidentiality
- v. Ethics
- vi. Mandatory Child Abuse Reporting
- vii. Other training as designated by CCJD
- e. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly scheduled intervals, as designated in the contract to be determined.
- 7. Use culturally-relevant services (including language) with Latino youth and families
 - a. Ensure staff for this caseload is culturally competent
 - b. Provide Spanish-speaking staff and Spanish-speaking community members for cases who need or prefer to speak in Spanish

3.3.3. Historical Information and Data on Referrals and Target Population:

Below is historic Diversion Program referral data for the calendar years of 2016, 2017, and 2018 by city. The list of cities attaches the outlying towns that have historically been served within the larger city. The first table contains the actual number of referrals per year for each city by type of offense, and then gender and race/ethnicity for the entire three year period. This information is for planning purposes and the monthly average may increase or decrease based on the number of referrals received each month.

1. Canby (includes Aurora, Woodburn, Hubbard)
2. Estacada (includes Eagle Creek)
3. Gladstone
4. Lake Oswego (includes Tualatin)
5. Happy Valley (includes Clackamas, Damascus)
6. Milwaukie (includes Portland)
7. Molalla (includes Colton, Mulino, Mt Angel, Scotts Mills)
8. Oregon City (includes Beaver creek)
9. Sandy (includes Boring, Welches, Rhododendron, Government Camp, Brightwood)
10. West Linn (includes Sherwood)
11. Wilsonville

Please use the data listed below to inform your organization’s staffing needs.

Annual Referrals 2016 through 2018									
City	Misdemeanors				Violations				Grand Total
	Total 2016 through 2018	2016	2017	2018	Total 2016 through 2018	2016	2017	2018	2016 through 2018
	Count	Count	Count	Count	Count	Count	Count	Count	Count
Canby	33	14	10	9	65	18	15	32	98
Clackamas	29	14	6	9	26	11	8	7	55
Estacada	10	6	3	1	23	14	6	3	33
Gladstone	28	12	9	7	27	4	10	13	55
Happy Valley	35	13	10	12	34	6	13	15	69
Lake Oswego	43	19	17	7	48	23	12	13	91
Milwaukie	69	27	29	13	80	22	36	22	149
Molalla	40	22	13	5	34	12	13	9	74
Oregon City	45	7	26	12	80	23	26	31	125
Sandy	33	9	8	16	69	19	16	34	102
West Linn	30	8	8	14	39	19	9	11	69

Wilsonville	22	1	17	4	29	2	12	15	51
Total	417	152	156	109	554	173	176	205	971
2016-2018 Referrals	Race/Ethnicity							Gender	
City	White	Hispanic	African American	Asian/Pacific Islander	Native American	Other/Unknown		Female	Male
	Count	Count	Count	Count	Count	Count		Count	Count
Canby	72	15		5	2	4		31	67
Clackamas	45	5	2			3		19	36
Estacada	30	3						15	18
Gladstone	51		4					19	36
Happy Valley	50	9	1	6		3		21	48
Lake Oswego	83		2	5		1		24	67
Milwaukie	115	24	4		1	5		53	96
Molalla	66	3	1		1	3		27	47
Oregon City	95	15	5	1	2	7		49	76
Sandy	82	9	5	3		3		39	63
West Linn	66	2		1				27	42
Wilsonville	36	8	6			1		17	34
Total	791	93	30	21	6	30		341	630

3.3.4. Additional Requirements:

- 1. Culturally, gender, and sexual orientation responsive services.** Culturally, gender, and sexual orientation responsive services provided shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families. In order for the youth to understand and appreciate the desired culture/heritage, gender, and/or sexual orientation, the provider shall schedule activities on an individual or small group basis for the purpose of:
 - Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation;
 - Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences;
 - Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network;
 - Helping youth to recognize the relationships between various value systems;
 - Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others; and
 - Having staff available in each city or town where the Diversion Program is offered who is able to communicate with monolingual (Spanish) youth, families, victims, and community members.
- 2. Reporting:** CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Service provider will submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD

and will be periodically reviewed with CCJD. Output data may include dosage and frequency of intervention.

- 3. Quarterly/Semi Annual Review:** A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

Quality Assurance: Applicants should have existing processes and procedures in place for quality assurance of their program. Applicants should be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected applicants will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the applicant to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

3.3.5. Budget and Fees

Depending on program costs, program need, funding priorities and funding availability, the estimated maximum amount of the contract resulting from this RFP is \$240,000.00 per year over five (5) years for an estimated total contract value of \$1,200,000.00.

Upon making a selection and reviewing a the proposed Budgets and Fees submitted according to Section 5.3 of this RFP, the County may negotiate a fee, payment structure, and payment amounts according to the process in Section 4 of this RFP.

3.3.6. Term of Contract:

The term of the contract is anticipated to become effective on July 1, 2019 and expire on **June 30, 2024**.

3.3.7. Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Service Delivery:	0-40
Demonstration of Ability to Provide Services:	0-20
Staff Descriptions and Qualifications:	0-20
Cultural and Gender Responsivity:	0-20
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. Proposal Instructions, Content and Maximum Page Limit:

Proposals must be printed, computer generated or typewritten, double spaced in 12 font text on 8.5” x 11” paper. In support of the CCJD’s sustainability goals regarding environmental impact and the disposal of paper, it is CCJD’s preference that proposals be printed on both sides of paper. **The maximum total pages to be submitted is 20 pages single sided or 10 pages front and back.**

5.1.4. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.2. Provide the following information in the order in which it appears below:

SERVICE DELIVERY (0-40 points)

1. Explain how your agency proposes to deliver the services described in this solicitation. Include in your description a schedule of events, the program structure that facilitates service delivery, and the types of activities and services a youth would typically expect to receive while placed in your program.
2. Describe your experience working with and/or accessing community resources and agencies that may be assisting these youth. This would include resources such as: schools, community-based service/treatment providers, civic organizations, volunteer, faith-based, or County/State agencies.
3. Describe how you tailor your organization’s services to meet the culturally specific needs of individuals and the community. Please provide specific examples, including a description of how you worked with specific communities you serve and how your agency used that learning to inform future services and staffing.

DEMONSTRATION OF ABILITY TO PROVIDE SERVICES (0-20 points)

1. Describe how long your agency/organization has been delivering these services.
2. Describe any contracts your agency has had with any organization(s) for these services within the last two (2) years and your experience providing these services. Include in your description

any challenges, successes, and any program development or service-delivery issues you have experienced. Include any corrective action measures that had to be taken, if applicable to comply with those contracts.

3. What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services?
4. If your agency/organization is new to this service area, describe your capacity and capability to deliver the required services and your plan to be fully competent and functioning as a service provider by the time of the contract execution.

STAFF DESCRIPTIONS AND QUALIFICATIONS (0-20 points)

1. Describe the duties and qualifications (e.g., education, training, experience, license/certification/accreditation) of key staff positions that will be directly involved with the delivery of these services.
2. Describe the administrative management supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures you have developed and would use to effectively deliver these services.
3. Describe how staff is supervised to ensure competency and appropriate delivery of service is being performed. Include in your description how staff problems are resolved and corrective action taken.
4. Describe any training provided to staff to strengthen skills and personal development.

CULTURAL AND GENDER RESPONSIVITY (0 – 20 points)

1. Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities, and lesbian, gay, bisexual, transgender, queer, questioning, intersex (LGBTQQI) youth and families.
2. Describe the initial training and ongoing training staff receive related to cultural and gender responsivity, and delivering services in a cultural and gender responsive manner. Please describe the delivery mode of the training, the content of the training, and how many hours of training each staff receives annually.
3. Describe how you promote equity, diversity, and inclusion in your programming and staffing.
4. Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians.

5.3. Budget and Fees

1. Provide a program budget that includes the County’s total cost for Proposer to provide the Program (“Budget”). If the Proposer will supplement non-County Program costs with non-County revenue, the Proposer shall note on the Budget both the amount and source(s) of such revenue. The Budget shall categorize all Program costs into the following three line items:
 - a. Staffing Costs
 - b. Miscellaneous Costs
 - c. Administrative/Indirect Costs
2. Provide a proposed per youth fee* to provide the Program.

*The per youth fee structure may be changed to a different fee structure during contract negotiations at the County’s sole discretion.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2019-28 Juvenile Department Community-Based Diversion Program

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____