



**REQUEST FOR PROPOSALS #2017-116**

**FOR**

**OPI In-home Care Services**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

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**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Abigail Churchill  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: February 21, 2018**

**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.....	January 30, 2018
Protest of Specifications Deadline.....	February 6, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	February 14, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	February 21, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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**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, February 21, 2018** (“Closing”), to provide OPI In-home Care Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us) or sent to Clackamas County at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, [ACHurchill@clackamas.us](mailto:ACHurchill@clackamas.us).

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:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. 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 Response 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 192.501(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 192.501(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 192.500(1). 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 Social Services Division (CCSS) is seeking Proposals from vendors to provide in-home care services to Oregon Project Independence (OPI) eligible Oregonians, who are age 60 or older, or under age 60 and have a diagnosis of Alzheimer's disease or a related neurological disorder. CCSS seeks to promote health, independence, safety and self-sufficiency. Contractor(s) will become an integral part of this mission by building a one-on-one relationship with clientele by providing in-home care.

**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**

Clackamas County Social Services Division (CCSS) partners with a diverse group of vendors to provide in-home care services who help meet CCSS goals of promoting health and safety, self-sufficiency and independence by working with a diverse population.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Scope**

Minimum Qualifications:

Each provider must meet all of the following minimum qualifications to be eligible to respond to this RFP and to receive funds: (Identify each response by corresponding section number)

- The provider shall have been in continuous business providing direct care services of the same kind described in this Request for Proposals (RFP) Section 3.0 for a minimum of two (2) consecutive calendar years prior to the date that this Proposals is due. Proposals shall provide a history of the company with dates that the company was founded, history of name changes, and changes in ownership, including current ownership. This history shall provide all known business addresses and length of time the business has been at each address.
- The provider's employees providing services under any contract resulting from this RFP shall each have a minimum of two years direct experience providing the same services as the kind described in this RFP Section 3.0. This experience may be any two full calendar years within the five (5) calendar years prior to the date that Proposals are due. In addition, the provider's employees providing services as a registered nurse (RN), according to the RFP, shall be currently licensed as an RN, and be in good standing.
- The provider shall be an in-home care agency currently licensed, in good standing, by the Oregon Health Authority. Provider shall submit copy of current license with application.
- The provider shall have established business location(s) within 1 hour commute of Public Services Building in Oregon City, Oregon. Employees of provider will be available to provide services throughout all of Clackamas County.

Services will include but not be limited to:

Provide home care services/independent activities of daily living (IADL) and personal care/activities of daily living (ADL) care services for Oregon Project Independence (OPI) eligible Clackamas County

Social Services Division / Aging and Disability Services (CCSS/ADS) clients living in Clackamas County, Oregon who are referred to Contract Agency by CCSS/ADS.

Comply with Oregon Administrative Rules (OAR) 333-536-0000 through 0095, and any other applicable rules. Contract Agencies must be licensed in accordance with these rules.

### **3.3.2. Contract Agency Personal Care/ADL Care Services**

- A. Provide essential supportive services that enable an individual to return to or remain in his/her own home. ADL care services will be performed by a qualified and trained provider under the supervision of the contract Agency or approved designee.
- B. Provide services that may vary and that may include:
  - 1. Basic personal hygiene, including bathing, grooming, nail care, foot care, dressing, and skin care;
  - 2. Toileting / bowel and bladder care, including bowel care requiring delegation by a registered nurse (R.N.)
  - 3. Mobility and transfers, including assistance with ambulating and positioning.
  - 4. Nutrition, hydration, feeding;
  - 5. Medications/Oxygen use - assisting with administration of medications and assuring medications are taken as ordered by the physician and refilled as appropriate, maintain clean oxygen equipment and assuring adequate oxygen supply; and
  - 6. Nursing Services - For clients whose conditions are stable and predictable, the provider will conduct nursing assessment, monitoring, intermittent nursing care, and delegation of special tasks of nursing care. Nursing services will be conducted in accordance with the Oregon State Board of Nursing Administrative Rules and DHS, Public Health regarding In-Home Care Agencies.

### **3.3.3. Contract Agency Personal Care Aides (APCA)**

- A. Ensure that the provider has qualified and trained employees sufficient in number to meet the needs of the clients receiving services.
- B. Ensure that all APCAs employed by the provider must be at least 18 years old, be in compliance with the State of Oregon Department of Human Services (DHS) Criminal History Clearance set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004, and have sufficient communication and language skills to enable them to perform their duties and interact effectively with clients, other agency staff and CCSS staff.
- C. Ensure that all APCAs will have completed the provider specific orientation, conducted by the provider or designee, prior to independently providing services to clients. The orientation should include: APCA duties and responsibilities, client rights, confidentiality, infection control, and any other requirements as specified in OAR 333-536-0070.
- D. Supervise APCAs, observe job performance in the home at least quarterly, and document job performance after probationary period and annually thereafter as specified in OAR 333-536-0070.
- E. Post a prioritized emergency contact list (e.g., physician, ambulance, fire department, etc.) by the client's telephone and give a copy of the list to the APCA.
- F. Assure that the APCA receives a copy of the provider's emergency procedure, local area disaster plan and understands the importance of following the plan.
- G. Reassess the client at least quarterly or within one week following emergency treatment and revise the service plan as changes occur.
- H. Conduct an initial screening in the prospective client's home to evaluate the requested service and needs prior to accepting the prospective client and assigning an APCA. The provider may bill one (1) hour at the RN care rate for each initial assessment.

### **3.3.4. Contract Agency Home Care/ IADL Services**

Provide home care services to eligible clients who require assistance with self-management and household tasks and do not require RN supervision. The Agency Home Care Specialist (AHCS) is supervised by the provider who verifies the AHCS's capability and monitors ongoing adequacy in the provision of care services

### **3.3.5. Contract Agency Home Care/IADL Specialist Tasks that may vary and may include:**

- A. Housekeeping tasks necessary to maintain the client in a healthy and safe environment, including cleaning, laundry, shopping, and meal preparation.
- B. Observation of client's status and reporting of any significant changes to physician and case manager.
- C. Handling first aid and other emergencies.
- D. Providing extra support for clients with confusion, dementia, mental illness or other cognitive deficits.
- E. Arranging or assisting in arranging necessary medical appointments and transportation to the appointment.

### **3.3.6. Contract Agency Home Care Specialist Training Requirements**

- A. Ensure that the Agency Home Care Specialist (AHCS) has recognized capability to perform the tasks authorized for the clients they serve. The provider must ensure the AHCS is qualified, competent, trained and capable of meeting the client's individual care needs as determined by the CCSS case manager.
- B. Ensure that all AHCSs employed by the provider are at least 18 years old, are in compliance with the Department's (DHS) Criminal History Clearance set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS443.004, and have sufficient communication and language skills to enable them to perform their duties and interact effectively with clients, other agency staff and CCSS staff.
- C. Ensure that all AHCSs can provide tasks requiring the skills of an In-Home Care Agency Personal Care Aide when they have received adequate training and are supervised by the home care manager or designee.

### **3.3.7. Contract Agency Home Care Supervisor**

Ensure that the provider's Home Care Supervisor must have training and/or experience leading to demonstrated knowledge and skills in performing those tasks described as In-Home Care Agency's Home Care Services. The Supervisor will supervise AHCS through telephone conferences, face-to-face conferences, as needed, and quarterly on-site monitoring of the services they provide in the home.

### **3.3.8. Miscellaneous Provider Services**

- A. Recruit, select and maintain adequate numbers of qualified staff to provide services required under the contract.
- B. Familiarize staff with CCSS policies, procedures, and in-home service requirements.
- C. Provide authorized services for each eligible person referred to provider. Services must be provided within the maximum number of hours authorized by CCSS. Provisions of services will be available twenty four (24) hours per day, seven (7) days per week, per full calendar year.
- D. Promptly assign and begin services as indicated in all cases referred as follows:
  - 1. within twenty-four (24) hours from referral on emergency cases
  - 2. within three (3) calendar days from referral on expedited cases

- 3. within five (5) calendar days from referral on non-emergency cases
- E. Notify the referring CCSS case manager by noon the following day if the client refuses to accept services.
- F. Submit invoice for CCSS referred clients on CCSS approved form to CCSS/ADS Contract Coordinator within 10 days after the end of the month in which services were provided. The invoice will indicate the month services were provided, the clients for whom services were provided, the type and numbers of units of service authorized, the type and numbers of units of service provided, and the amount of funds being billed. CCSS will use its best efforts to make payment to provider within 21 days after receipt of an accurately completed invoice.

### **3.3.9. On-site Monitoring and Assessment**

- A. The provider will provide information and documents as requested by CCSS/ADS. This information may include the client's records (OAR 333-536-0085), client's nursing services (OAR 333-536-0080) quality improvement records (OAR 333-536-0090) protective service investigation findings (OAR 333-536-0040), organization, administration, and personnel (OAR 333-536-0050) along with other areas as defined in the State of Oregon DHS Public Health, In-Home Care Agencies (OAR 333-536-0000 through 333-536-0095). This information will be received by CCSS/ADS within five (5) working days, unless determined to involve client safety, well-being or protective service investigation in which the information will be received within twenty four (24) hours.
- B. The provider will cooperate with any CCSS quality assurance visits regarding monitoring of contract content, statement of work, and assessment of services.
- C. The provider will participate in client conferences with CCSS/ADS case managers, as requested and as defined in the contract.
- D. The provider will complete an annual self-evaluation / assessment of the In-Home Care Agency's internal program delivery as defined in the CCSS contract and Public Health OARs. Evaluation will include a survey of client's satisfaction with the In-Home Care Agency's services, CCSS/ADS case managers / supervisors and input from the In-Home Care Agency's Supervisors, APCAs and AHCSs. This information will be presented to CCSS within fourteen (14) days of the completion of the self-evaluation.
- E. The provider will operate a business office within one hour's commute of the CCSS/ADS office in Oregon City, and within local telephone coverage of Clackamas County.

### **3.3.2. Term of Contract:**

The term of the contract shall be from the effective date through June 30, 2018. Contract may be renewed for up to four (4), one (1) year renewals, with the final contract period ending on June 30, 2022. Hourly rates for services will be assessed annually based on available funding and client levels. This is not a guarantee of an annual hourly rate increase. Clackamas County reserves the right to re-open this Request for Proposals as necessary in order to bring on new providers to ensure that service needs are met.

**3.3.3 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>.

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

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.

## SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initial 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**

<b><u>Category</u></b>	<b><u>Points available:</u></b>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-35
Additional Program Requirements	0-10
References	0- 25
<b>Available points</b>	<b>0-100</b>

- 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](mailto: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.** 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.

### **Provide the following information in the order in which it appears below:**

### **5.2. Proposer's General Background and Qualifications:**

- Description of the firm.
- Description of firm's ability to meet the minimum qualifications.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### **5.3. Scope of Work**

- Demonstrate understanding and approach to achieve scope of work
- Demonstrate length of time working with Medicaid Provider Agreements with the State of Oregon
- Description of their client grievance procedure
- Description of organization's procedure for prioritizing services
- Description of Plan for After-Hour or Weekend Client Emergencies
- Show an organizational chart which identifies staff positions to be utilized for the OPI program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

### **5.4. Additional Program Requirements**

- Completed Attachment A - Application Cover Sheet
- Copies of the agency's DHS/OHA License; (Failure to provide results in rejected application). As these agencies are licensed annually, as are the RN staff, copies of the appropriate licenses must be submitted annually.
- Copies of all staff RN's license; (Failure to provide results in rejected application)
- DUNS number and FEIN or SSN as appropriate; (Failure to provide results in rejected application)



- Documentation of all staff's experience and trainings; (Failure to provide results in rejected application)
- Any and all citation, law suits, or other legal court action; (Failure to provide results in rejected application)
- Copy of their current Medicaid IHCA agreement with subsequent submissions to be provided as the State renews their agreements; (Failure to provide results in rejected application)
- List of other AAA-OPI (Area Agency on Aging-Oregon Project Independence) references. (Failure to provide results in rejected application)
- Identify how agency is meeting Criminal Background checks as specified in OAR 333-536-0093, OAR 407-007-0200 through OAR 407-007-0370 and in accordance to the time frame specified in OAR 333-536-0093 (Failure to provide results in rejected application)
- Current Financial Statements to show sufficient solvency to cover staffing costs for at least 45 days between billing cycles. (Failure to provide results in rejected application)

### **5.5. References**

Provide three (3) references from other Agencies for whom you have provide services similar to the OPI in-home services outlined here in the past three (3) years, including one Agency that has newly engaged your firm in the past thirty-six (36) months and one (1) long-term Agency. Provide the name, address, email, and phone number of the references as requested on Exhibit A. Please provide completed Exhibit A with submission.

### **5.6. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**OPI In-home Care Services**

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.

Contractor, 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: \_\_\_\_\_

**Exhibit A**  
**ATTACHMENT A - Application Cover Sheet**

**Provider Information**

Organization Name: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name and title of the person(s) authorized to represent the Provider in any negotiations and sign any Personal Services Contract that may result:

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

**Provide at least three references with telephone numbers** (please verify numbers). References must be able to verify the quality of your previous work in the proposed area of work.

**REFERENCE No. 1:**

Organization Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Email: \_\_\_\_\_

**REFERENCE No. 2:**

Organization Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Email: \_\_\_\_\_

**REFERENCE No. 3:**

Organization Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Email: \_\_\_\_\_

By signing this page and submitting an application, the official verifies that the following statements are true:

1. No attempt has been made or will be made by the Provider to induce any other person or organization to submit or not submit an application.
2. Provider does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin.
3. Information and costs included in this application shall remain valid for sixty- (60) days after the application due date or until a contract is approved, whichever comes first.
4. The Provider will be required to enter into a professional services contract for this RFP as stated under Section 3, Scope of Work.

The statements contained in this application are true and complete to the best of the Provider's knowledge and accepts as a condition of the contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection.

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

(Official Authorized to Bind Provider)

**\*\*\* THIS PAGE MUST BE THE TOP PAGE OF THE APPLICATION \*\*\***

