



County of Santa Cruz
General Services Department
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073
(831) 454-2210 FAX: (831) 454-2710 TDD: 711

COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposals (RFP) #17P3-002

FOR

Dental Health Care Services

**PROPOSALS DUE:
January 25, 2018
5:00 p.m. PST**

**In the General Services Department – Purchasing Division
701 Ocean Street, Room 330
Third Floor
Santa Cruz, CA 95060**

**BUYER: Shauna Soldate
Shauna.Soldate@santacruzcounty.us**

TABLE OF CONTENTS

Section	#	Section Title	Page
1		<u>Invitation</u>	4
2		<u>Instructions to Proposers</u>	
	2.1	Preparation of RFP Proposal	5
	2.2	RFP Process Schedule	5
	2.3	Proposers Conference	5
	2.4	Submission of Proposal	5
	2.5	Deadline for Submitting Proposals	5
	2.6	Multiple Proposals	6
	2.7	Late Proposals	6
	2.8	RFP Point of Contact	6
	2.9	References	6
	2.10	Subcontractors	6
	2.11	Non-Collusion Declaration	6
	2.12	Evaluation Criteria	6
	2.13	Reservations	6
	2.14	Notification of Withdrawal of Bids	7
	2.15	Interpretation	8
	2.16	Notice of Intent to Award	8
	2.17	Pre-Award Conference	8
	2.18	Responsibility and Performance	8
	2.19	Addenda	8
	2.20	Proprietary Information	8
	2.21	Protest and Appeals Procedures	8
3		<u>Scope of Work- Dental Health Care Services</u>	
	3.1	Program and Services	9
	3.2	Capacity and Workflow	10
	3.3	Staffing	10
	3.4	Ancillary Services	10
	3.5	County Facility	11
	3.6	Reporting	11
4		<u>Scope of Work- Dental Billing Services</u>	12
5		<u>Planning, Operations and Cost Proposal</u>	
	5.1	Planning: Pre-operations and Transition Proposal	13
	5.2	Operations Proposal	13
	5.3	Cost Proposal	13
6		<u>HSA Proposal Requirements</u>	
	6.1	Proposal Preparation-Proposer Liability	14
	6.2	Contact Information	14
	6.3	Requested Exceptions	14
	6.4	Firm Proposal	14
	6.5	Retention	14
	6.6	Background Review	14
	6.7	Conflict of Interest	14
	6.8	Ownership	15
	6.9	Negotiation	15
	6.10	Utilization Review	15
	6.11	Taxes	15

	6.12	Reimbursement and Cost Settlement	15
	6.13	Electronic Dental Record (EDR)	15
	6.14	Assurances	15
	6.15	HIPAA	15
7		<u>HSA Response Format</u>	
	7.1	Cover Letter (Attachment #1)	17
	7.2	Table of Contents (No form provided)	17
	7.3	Proposal Identification Sheet (Attachment #2)	17
	7.4	Certification of Compliance (Attachment #3)	17
	7.5	Non-Collusion Declaration (Attachment #4)	17
	7.6	Letters of Endorsement (No form provided)	17
	7.7	Reference List (Attachment #5)	17
	7.8	Rate Proposal and Provider Budget (No form provided)	17
	7.9	Staffing Configuration (No form provided)	17
	7.10	Audited Financial Statements	18
	7.11	Terminated Contracts	18
	7.12	Pending Litigation	18
	7.13	Proposer Response (No form provided)	18
8		<u>Standard Terms and Conditions</u>	
	8.1	Purpose of Contract	19
	8.2	Term of Contract	19
	8.3	Amendment	19
	8.4	Termination	19
	8.5	Assignment	19
	8.6	Licenses, Permits, and Certifications	19
	8.7	Compliance with Laws	19
	8.8	Acknowledgement	19
	8.9	Inclusion of Documents	19
	8.10	Presentation of Claims	19
	8.11	Off-Shore Outsourcing of Services	20
	8.12	Force Majeure	20
	8.13	Severability	20
	8.14	Controlling Law	20
	8.15	Indemnity and Insurance Requirements	20
	8.16	Default	20
	8.17	Independent Contractor Status	20
	8.18	Equal Employment Opportunity	21
	8.19	Retention and Audit of Records	22
	8.20	Data Security and Privacy- Protected Information	22
9		<u>Attachments and Exhibits</u>	
		Attachment #1: Cover Letter	23
		Attachment #2: Proposal Identification Sheet	24
		Attachment #3: Certification of Compliance	25
		Attachment #4: Non-Collusion Declaration	26
		Attachment #5: Ref. Form/Auth for Release Waiver of Liability	27
		Exhibit A: Proposer Fact Sheet	28
		Exhibit B: Designation of Subcontractors	30
		Exhibit C: Insurance Requirements and Certificates	31
		Exhibit D: Protests and Appeals Procedures	33

SECTION 1 - INVITATION

The General Services Department Purchasing Division (Purchasing), on behalf of the County of Santa Cruz (County) Health Services Agency (HSA) is requesting proposals for the operation of a turnkey four chair dental clinic at the Watsonville Health and Dental Center, located at 1430 Freedom Boulevard, Suite C, in Watsonville. Dental health care services must include full scope dental allowable under the Medi-Cal Dental Program, as well as necessary support services to address patient care, including registration, scheduling, and billing. In addition, ancillary staff necessary to maintain a hygienic facility and ensure sufficient supplies are on hand for service delivery will also be the responsibility of the contracted provider. It is anticipated that the selected provider will, at a minimum, provide dental health care services during common business hours, five days per week, in accordance with the County calendar.

Santa Cruz County has a population of 269,419 (2013 US Census Bureau estimate) and is located on California's central coast. The majority of health related services are located in the cities of Santa Cruz and Watsonville. County HSA is comprised of several divisions, including the Clinic Services Division, which operates four health care clinics under the designation of Federally Qualified Health Center (FQHC). In 2015, HSA expanded its spectrum of FQHC services to include dental health care. Since inception, this program has been provided by a dental contractor at the Watsonville Health and Dental Center. The current dental contractor has provided over 5,000 patient visits annually.

Dental services are provided to Medi-Cal insured patients, as well as established patients participating in HSA's Ability to Pay (ATP) subsidy program. ATP patients pay a portion of their services directly to the dental contractor, with the balance charged to HSA's uninsured dental budget allowance provided for in the contract. ATP service plans must be approved by the Clinic Services Division, and in conformance with Medi-Cal approved services. The selected service provider will be responsible for billing and collecting all share of costs from patients and insurance coverage to third parties including adjusted ATP billing to HSA as payer. Service provider will be required to utilize the County's electronic health record system to bill for Medi-Cal covered services.

To qualify, Providers must demonstrate relevant program experience, including:

- Successful development and operation of a community dental program, including dental billing experience;
- Obtaining and maintaining licensure and certification requirements in good standing with the State of California.

Ideal candidates will be experienced with FQHC dentistry rules and other practice obligations for compliance with publicly funded programs.

SECTION 2 - INSTRUCTIONS TO PROPOSERS

2.1 Preparation of RFP Proposal

Proposer shall submit a completed proposal with the required attachments, exhibits and explanatory materials, as applicable, and as specified herein. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposal must be completed in ink, typewritten, or word-processed.

2.2 RFP Process Schedule

The RFP Process Schedule follows. County may change the dates and/or RFP process as it deems necessary or appropriate.

Activity	Date
Issue RFP	December 13, 2017
Advertise RFP – Santa Cruz Sentinel	December 13, 2017, December 20, 2017
Proposer’s Conference (Not Mandatory)	January 10, 2018
Deadline for Submitting Written Questions	January 11, 2018
Dissemination of Written Questions and Answers	January 18, 2018
Deadline for Submitting Proposals	January 25, 2018
Top Ranked Vendor Presentations (tentative)	February 2018
Tentative Notification of Award	February 2018
Negotiations/Contract Development	February 2018
Board of Supervisors Approval (tentative)	March 2018

2.3 Proposers Conference

2.3.1 Proposers are encouraged to attend the Proposers Conference and Dental Center Walk-through, scheduled to take place at 12:30 p.m. on January 10, 2018, Cooperative Extension Meeting Hall, 1430 Freedom Boulevard, Suite E, Watsonville. No minutes will be recorded.

2.3.2 During the Proposers Conference, County representatives will attempt to answer questions that can be immediately answered; however, verbal responses made at the Proposers Conference will be non-binding on County. To formalize, Proposer must submit questions in writing to the Buyer following the Proposers Conference. The Buyer will disseminate written questions and answers in the form of an addendum.

2.4 Submission of Proposal

- a. Proposer shall submit one (1) original, four (4) copies and one (1) electronic copy (on a USB drive) of the completed proposal containing: HSA’s Proposal Package, including Attachments #1 through #5, in the format specified herein (refer to Section 9), and Purchasing Exhibits A through D.
- b. Proposer may submit additional supportive material with the proposal as appendices. Additional supportive material related to information contained in the proposal must reference the applicable page number(s) and paragraph(s).
- c. Proposal documents shall be delivered in a sealed envelope, clearly marked **RFP #17P3-002** and addressed to:

General Services Department - Purchasing Division
 Attn: Shauna Soldate
 701 Ocean Street, Room 330
 Santa Cruz, CA 95060

2.5 Deadline for Submitting Proposals

The deadline for submitting proposals is January 25, 2018, 5:00 p.m. PST.

2.6 Multiple Proposals

Only one proposal will be accepted from any entity; however, several alternatives may be included in one proposal.

2.7 Late Proposals

Proposals must be delivered in person or received by mail no later than January 25, 2018, 5:00 p.m. PST. Proposals will not be accepted after the deadline for submittals. All proposals received after the deadline for submittals will be returned unopened.

2.8 RFP Point of Contact

Proposer shall direct all questions regarding this RFP to the Buyer, Shauna Soldate, via e-mail at Shauna.Soldate@santacruzcounty.us. No other person has the authority to respond to any questions submitted unless specifically authorized by Ms. Soldate. Proposer may be disqualified for failure to adhere to this process

2.9 References

- a. Proposer shall submit Attachment #5 – Reference Form – Authorization for Release of Information and Waiver of Liability with the RFP. Reference checks should confirm that Proposer has successfully performed the proposed services on similar projects, including completion within budget, schedule and scope.
- b. County reserves the right to check any or all references (1) necessary to assess past performance; (2) pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or (3) explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services known to County.

2.10 Subcontractor(s)

Proposer shall submit Exhibit B – Designation of Subcontractors. If the use of a subcontractor(s) is not being proposed, indicate “None” on Exhibit B.

2.11 Non-Collusion Declaration

Proposer shall execute and submit Attachment #4 – Non-Collusion Declaration.

2.12 Evaluation Criteria

- a. If an award is made, it will be made to the responsive and responsible Proposer(s) that offer(s) the County the greatest value based on an analysis involving a number of criteria. Evaluation criteria will include, but is not necessarily limited, to the following:

<u>Criteria/Description</u>	<u>Points</u>
1. Complete proposal package submitted on time	Pass/Fail
2. Responses to RFP Questions	60
• Evaluated on a five point scale as detailed below.	
3. Proposed Costs and Financial Information	30
• Overall operating budget, including administrative and overhead costs.	
• Reasonableness, realism, and affordability.	
4. References	10
Total	100

- b. Evaluation criteria will be calculated on a weighted scale based on the total possible points for each criterion to derive a final score for each proposal. The highest possible score is 100 points. The minimum score to be considered for funding under this RFP is 70 points. Responses to all questions will be rated on a five-point scale as follows:

Score	Rating	Explanation of Rating
0	Unacceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success.
1	Poor	Below average, falls short of expectations, worse than the average or the expected norm, has a low probability of success in achieving RFP objectives.
2	Fair	Has a reasonable probability of success, however, some RFP objectives may not be met.
3	Average	Acceptable, achieves all RFP objectives in a reasonable manner per RFP specifications. This will be the baseline score for each item.
4	Good	Very good probability of success, better than the average or the expected norm. Achieves all RFP objectives per RFP requirements and expectations.
5	Outstanding	Exceeds expectations, very innovative, clearly superior to the average or the expected as the norm. Excellent probability of success and in achieving all RFP objectives.

- c. The Proposal Review Committee, comprised of County staff, and possibly County Community Health Center Commission members, will evaluate all proposals to select the Proposer who (1) best meets the needs as set forth in the RFP, (2) is best qualified, and (3) is best able to provide the requested services. Evaluation of proposals shall be within the sole discretion of County. The Evaluation Committee may invite top ranking Proposers to participate in an interview process.
- d. The Evaluation Committee will issue a written recommendation to the HSA Director and Clinic Services Division Director requesting approval to negotiate with the top ranking Proposer. Following successful negotiations, a Notice of Intent to Award will be posted and forwarded to all Proposers.

2.13 Reservations

County reserves the right, at its sole discretion and/or for its convenience, to do the following at any time:

- a. Reject any and all proposals without indicating any reasons for such rejection.
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any procedure as part of the RFP or any subsequent negotiation process.
- c. Terminate the RFP and issue a new RFP anytime thereafter.
- d. Procure any materials or services specified in the RFP by other means.
- e. Extend any or all deadlines specified in the RFP, including deadlines for accepting proposals by issuance of an addendum at any time prior to the deadline for submittals.
- f. Disqualify any Proposer on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to the County.
- g. Reject the proposal of any Proposer that is in breach of or in default under any other agreement with the County.
- h. Reject any Proposer deemed by the County to be non-responsive, unreliable, or unqualified.

2.14 Notification of Withdrawals of Proposals

Proposers may, by formal written notice, modify or withdraw proposals prior to the deadline for submittals. All proposals not withdrawn prior to the deadline for submittals will become the property of County.

2.15 Interpretation

If Proposer observes a discrepancy or omission in, or is unclear about any RFP specifications or requirements, Proposer shall notify the Buyer via e-mail. Proposer is responsible for seeking clarification on anything in the RFP that is unclear. County shall not be held responsible for interpretations. Questions must be submitted in writing by 5:00 p.m. PST, January 11, 2018. The Buyer will disseminate written questions and answers in the form of an addendum by 5:00 p.m. PST, January 18, 2018. All addenda issued shall be incorporated into any contract awarded as a result of the RFP.

2.16 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

2.17 Pre-Award Conference

If requested by County, selected Proposer(s) shall meet with County prior to the award of a contract to review the scope of work and finalize the initiation of any proposed contract.

2.18 Responsibility and Performance

- a. County will consider Proposer to be the sole point of contact with regard to all contractual matters, including payment of any and all charges related to the contract.
- b. County will hold Proposer fully responsible for the performance of all services and activities proposed whether or not they are provided directly. The use of a subcontractor(s) will not relieve Proposer of any contractual responsibility.

2.19 Addenda

- a. These documents may not be changed by any oral statement. Changes to these documents will be written addenda issued by the Buyer or his designee.
- b. Addenda will be posted on Purchasing's website and may also be emailed to all known Proposers.

2.20 Proprietary Information

Proposal will be subject to public inspection. To protect proprietary information, Proposer must submit proprietary information in a separate binder, clearly marked "Proprietary Information" on the binder cover and on each applicable page, and only reference the proprietary information within the body of the proposal. County shall not be liable in any way for the disclosure of any proposal, portions thereof or proprietary information that is not presented in this manner, and/or when disclosure is required by law or court order.

2.21 Protest Procedures

Refer to [Exhibit D – Protest and Appeals Procedures](#).

SECTION 3: Scope of Work: Dental Health Care Services

3.1 Program and Services

The overarching goal of HSA's *Dental Health Care Services* program is to provide quality dental care and improved service access to underprivileged, underserved, and uninsured members of our community. These services are provided at a County owned four chair dental clinic that operates under FQHC (Section 330) authority and must comply with dentistry rules set forth by the Bureau of Primary Health Care, Health Resources and Services Administration (HRSA). Guidance governing Section 330 grantees follows Department of Health and Human Services (DHHS) defined primary oral health care to include: prevention, education, basic restorative and rehabilitative services, and emergency care. As prescribed by HRSA, quadrant dentistry treatment is expected, as well as measures to maximize efficiency, effectiveness and productivity.

The patient population includes Medi-Cal insured and established Clinic Services patients who are enrolled in the ATP program. Services for all patients are limited to those authorized/allowable under Medi-Cal's Dental Program, and are subject to treatment authorization requirements prescribed by Medi-Cal and Clinic Services. At a minimum, services must be available during common business hours, five days per week, in accordance with the County calendar; however, alternative schedules offering expanded hours will also be considered.

Section 3.1 Questions

- Q.3.1.a Provide a summary of how your organization can support the overarching goal and service needs of this program.
- Q.3.1.b Describe your experience rendering dental health care services. Indicate experience working with target patient populations. Specify any achievements or findings related to this experience.
- Q.3.1.c Describe your understanding of expectations related to FQHC dentistry and any experience working in an FQHC setting.
- Q.3.1.d Describe specific strategies your organization will incorporate to maximize efficiency, effectiveness and productivity. This section should include proposed hours of operation and daily patient visit targets.
- Q.3.1.e Describe how your organization will measure and report on the strategies outlined in Q.3.1.d, including projected benchmarks for each year of the contract.
- Q.3.1.f Describe the proposed dental health record system that will be utilized and present evidence that interface with Epic Electronic Health Record (EHR) is feasible for appointment billing purposes, including workflow for data transfer into Epic; OR indicate intent to utilize Epic, whether user training will be required, and if applicable, an Epic user training proposal.
- Q.3.1.g Describe your organization's direct experience with fulfilling state dental board licensure requirements and obtaining/maintaining Medi-Cal certification for dental services. Detail your understanding of any anticipated barriers that may arise in the course of obtaining licensure and certification and how you would propose addressing those barriers as they arise.
- Q.3.1.h Detail any past or current incidents where your organization has had Medi-Cal certification suspended, or under a plan of correction.

3.2 Capacity and Workflow

Section 3.2 Questions

- Q.3.2.a. Utilizing the four dental chairs available, describe the patient service delivery process. Include designations of professional and paraprofessional staff rendering both direct and indirect patient care.
- Q.3.2.b Describe the workflow for conducting a comprehensive dental assessment, including diagnostic evaluation by licensed staff, and development of a treatment plan within the scope of practice.
- Q.3.2.c Summarize the steps associated with developing a patient care case plan, and process your organization will utilize to obtain and track treatment authorization when necessary.
- Q.3.2.d Describe the process your organization will utilize to ensure relevant information is appropriately shared with dental health care staff in a timely manner.
- Q.3.2.e Describe how services will be provided that address cultural and/or linguistic backgrounds of the clients being served.

3.3 Staffing

Staffing must fulfill Medi-Cal and DHHS requirements, including necessary state dental board licensures and associated certifications for rendering dental care.

Section 3.3 Questions

- Q.3.3.a Describe your organization's proposed staffing plan, including compliance with government requirements for Medi-Cal billing and certification, and any other staffing requirements.
- Q.3.3.b Present an organizational chart demonstrating all proposed positions using full-time equivalency.
- Q.3.3.c Describe how staffing will be hired and sustained, and impacts on patient care when staff absences occur.
- Q.3.3.d If contractual staffing may be used, describe existing or proposed agreements that may constitute subcontracting under the primary agreement with the County. If agreements are already in place, please provide evidence, as an attachment to the RFP response, that any current agreements in place may be extended, or alternatively a letter of intent from both parties to extend the contracted services, to the new contract term.

3.4 Ancillary Services

Section 3.4 Questions

- Q.3.4.a Describe how ancillary services will ensure operational supply demands are met and hygienic practices are upheld. If agreements are already in place, please provide evidence, as an attachment to the RFP response, that any current agreements in place may be extended, or alternatively a letter of intent from both parties to extend the contracted services, to the new contract term.

3.5 County Facility

The County owns the property housing the dental center, the equipment and furnishings contained within, and will provide routine repair and maintenance services. The Provider must submit written work orders for routine services to the County. The County will also pay utility-related costs.

The selected Provider shall be responsible for all costs related to:

- dental supply purchases
- janitorial services
- technological and communications equipment
- network requirements
- electronic dental record
- office supplies

Repair, replacement and maintenance needs beyond those defined as routine by the County must be presented by the Provider in writing for the County's consideration. If determined by the County to be the responsibility of the Provider, such as loss incurred due to employee negligence, the County will issue its decision in writing and will indicate the Provider's timeline for corrective action.

During the term of the Agreement, the Provider shall not be required to supply payment of rent or other costs to be incurred by the County; however, facility use terms will be established as part of the Agreement with the County.

Section 3.5 Questions

- Q.3.5.a Describe your organization's experience maintaining facilities to provide similar services.
- Q.3.5.b Describe your organization's proposed approach to address repairs and replacement considered by the County to be non-routine, specifically whether your organization will provide that support directly or subcontract for those services.
- Q.3.5.c Describe any proposed changes to the physical plant structure to support the proposed services under this RFP.

3.6 Reporting

Contractor must work with the County to ensure Uniform Data System reporting measure requirements, as directed by HRSA, are fulfilled.

Section 3.6 Questions

- Q.3.6.a Give examples of reporting responsibilities your organization has experience with preparing and coordination to ensure timely report submission.

SECTION 4: Scope of Work: Dental Billing Services

The Provider will be expected to provide all dental billing services using an electronic dental record (EDR) that interfaces compatibly with Epic, the County's electronic health record system. Billing requirements involve direct 03 encounter billing to Medi-Cal as payer on behalf of HSA, as well as adjusted ATP billing to Clinic Services as payer. The Provider will also be responsible for ensuring all patients are properly registered on Epic, with registration training to be initially provided by County staff.

As an FQHC, the County is reimbursed under an approved Prospective Payment System (PPS) flat rate for Medi-Cal patient visits. Reimbursement for Medi-Cal covered patients will not be available to the Provider until payment has been received by the County.

Section 4 Questions

- Q.4.a. Give a description of your organization's EDR and capabilities for Epic interface.
- Q.4.b. Describe your organization's experience with dental billing, specifically, any experience with billing to public payers such as Medi-Cal Dental, including denial rates and other performance related statistics. Describe any challenges experienced and remedies employed with dental billing.
- Q.4.c. Explain how dental billing services will be provided, including proposed frequency.
- Q.4.d. Describe experience with cash payment collections and sliding fee programs.

SECTION 5: Planning, Operations, and Cost Proposal

Note: Licenses and certification requirements must be fulfilled prior to the clinical operational period.

5.1 Planning: Pre-operations and Transition Proposal

Section 5.1 Questions

Q.5.1.a Describe activities to be completed as part of pre-operations, including duration needed for mobilization. Proposer should summarize all activities that will be required to successfully launch direct patient services on July 2, 2018 and include a timeline of activities. If applicable, propose a transition plan with the current provider.

5.2 Operations Proposal

Direct patient care shall commence July 2, 2018. The anticipated duration of the Agreement will span four years, with one single year renewal option to be extended at the County's discretion. In consideration of the County's FQHC status and flat rate PPS reimbursement, it is anticipated that services rendered by the Provider will be charged to the County as a flat rate per visit charge. All services must conform to Medi-Cal approved dental.

Section 5.2 Questions

Q.5.2.a Indicate hours of operation, patient appointment times and holiday closures. Indicate the number of scheduled dental appointments daily, weekly, monthly and annualized. Indicate anticipated no-show rate and mitigation plan.

Q.5.2.b Describe proposed scheduling for adult and pediatric dental appointments, whether co-mingled, or provided separately.

Q.5.2.c Discuss medication distribution and administration policies.

5.3 Cost Proposal

Section 5.3 Questions

Q.5.3.a Present a cost proposal based on either a flat rate service visit charge, or rate schedule by service type. Indicate proposed rate changes each year of the anticipated four to five year contract.

Q.5.3.b Describe expectations for reimbursement from the County and mechanisms for reconciliation.

Q.5.3.c Present a line item detail of actual operation costs, including staff costs by position, program costs for service delivery, and administrative expenses. Provide a detailed narrative for expenses categorized as "Other".

SECTION 6: HSA Proposal Requirements

Proposal must be submitted in accordance with the requirements in RFP Sections 2 and 7 and requirements in this section, which are deemed essential to the proposed Scope of Work.

6.1 Proposal Preparation – Proposer Liability

Proposer is liable for all costs incurred in responding to this RFP.

6.2 Contact Information

Proposer must provide the business address and mailing address, if different, and the telephone number of the individual signing the proposal. Proposal must contain the names and titles of officials authorized to conduct negotiations.

6.3 Requested Exceptions

Proposer must identify and fully explain any RFP terms, conditions, or stipulations, with which Proposer cannot or will not comply. A request for exception(s) must be submitted for County consideration by January 11, 2018, 5:00 p.m. PST.

6.4 Firm Proposal

Proposal shall remain firm for at least ninety (90) days.

6.5 Retention

County reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is recommended.

6.6 Background Review

County reserves the right to conduct a background inquiry of Proposer to include collection of criminal history information, contractual and business associations and practices, employment history and reputation in the business community. By submitting a proposal, Proposer consents to such an inquiry and agrees to make available to County such books and records County deems necessary to conduct the inquiry.

6.7 Conflict of Interest

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

- Employees of County or public agencies of which the Board of Supervisors is the governing body.
- Profit-making firms or businesses in which employees serve as officers, principals, partners or major shareholders.
- Persons who, within the immediately preceding twelve (12) months, were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
- No County employee, whose position in the County enables him/her to influence the selection of a Provider for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity of the recommended Provider, or have any other direct or indirect financial interest in the selection of a Provider.
- In addition, no County employee will be employed by the selected Provider to fulfill the Provider's contractual obligations to the County.

6.8 Ownership

Proposer must provide County documented proof of ownership of the entity submitting the proposal and of any subcontractor(s).

6.9 Negotiation

County and the City will prepare and negotiate a contract with the selected Proposer, including payment processes, based on the proposal submitted, giving due consideration to the stipulation of the Proposer's standard contracts and associated legal documents. The tentative award of the contract is based on successful negotiation pending formal recommendation of award to the Board of Supervisors.

6.10 Utilization Review

The selected provider shall fully cooperate with the utilization review process.

6.11 Taxes

All quoted amounts must include all applicable taxes. If taxes are not specifically identified in the proposal, County will assume that they are included in the amounts quoted. The facility is County owned and exempt from property taxes.

6.12 Reimbursement and Cost Settlement

- The Provider shall be reimbursed for services provided to County Medi-Cal and uninsured patients, to be fully negotiated in the service agreement. The Provider shall be responsible for billing activities and ensuring reimbursement for services rendered.
- The Provider shall be required to prepare and submit each fiscal year (July-June) an annual cost report that shall be due within sixty (60) days following the close of the fiscal year. Failure to submit an acceptable cost report may result in delayed reimbursement to the Provider. The cost report will follow County directed format.
- A cost settlement process between County and the Provider shall be included in the agreement for services. Any discrepancy in the invoicing, billing, documentation or reporting processes may delay or affect the payment process. Any and all audit exceptions resulting from the provision and billing of Medi-Cal shall be the sole responsibility of the Provider.

6.13 Electronic Dental Record (EDR)

The Provider is required to develop and implement an EDR system with the ability to interface with the County's system.

6.14 Assurances

Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies.

6.15 HIPAA

- a. All services performed by the Provider shall be in full compliance with all applicable Federal, State and local confidentiality laws and regulations, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations. The Provider shall submit to County's monitoring of said compliance. The Provider may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996

- (HIPAA). As a HIPAA Business Associate, the Provider may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA'S Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.
- b. The Provider shall not use or further disclose PHI other than as permitted or required by County, or as required by law without written notice to County.
 1. The Provider shall ensure that any agent, including any subcontractor(s), to which the Provider provides PHI received from, or created or received by the Provider on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

SECTION 7: HSA Response Format

Proposal must be submitted in three ring binders, with index tabs separating the sections identified in the Table of Contents. The Cover Sheet of each proposal must be marked "Original" or "Copy". Pages must be numbered on the bottom of each page. Proposal must include all of the following:

- 7.1 [Cover Letter \(Attachment #1\)](#)
 - a. Use the Cover Letter (form) provided. The Cover Letter shall provide the complete legal entity name and Federal Employer Identification Number of the firm making the proposal; the name, mailing address, telephone number and email address of the person County should contact regarding the proposal; and be signed by a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it. If signer of the proposal is not the company president, Proposer shall attach evidence to the Cover Letter showing his/her authority to bind the company. The Cover Letter shall state that the proposal remains valid for at least 90-days subsequent to the date of the proposal submission. Proposer shall attach to the Cover Letter a Board of Directors or partners list for each legal entity.
 - b. Proposer should acknowledge that proposal and any other negotiated terms shall be binding and inclusive to any agreement for operation of any/all of the programs entered into with County.
- 7.2 [Table of Contents \(No form provided\)](#)

Proposal shall include a table of contents with index tabs separating each section identified (Cover Sheet, Table of Contents, Proposal Identification Sheet, etc.).
- 7.3 [Proposal Identification Sheet \(Attachment #2\)](#)

Complete and submit the Proposal Identification Sheet (form) provided.
- 7.4 [Certification of Compliance \(Attachment #3\)](#)

Complete and submit the Certification of Compliance form provided.
- 7.5 [Non-Collusion Declaration \(Attachment #4\)](#)

Complete and submit the Non-Collusion Declaration form provided.
- 7.6 [Letters of Endorsement \(No form provided\)](#)

Proposer may provide up to 10 letters of endorsement. Letters of endorsement are encouraged, but not required.
- 7.7 [Reference List \(Attachment #5\)](#)

Complete and submit the Reference Form – Authorization for Release of Information and Waiver of Liability (form) provided. A list of at least five references shall be submitted with the proposal.
- 7.8 [Rate Proposal and Provider Budget \(No form provided\)](#)

Provide proposed rates that the County will pay for services over the anticipated five-year contract and provide the annual budget detail to operate the program over the same term.
- 7.9 [Staffing Configuration \(No form provided\)](#)

Indicate the total positions, the total number of positions by classification/type for the program(s) proposed.

7.10 Audited Financial Statements

Proposer must provide copies of audited financial statements for the last three (3) fiscal years. If audited financial statements are not available, Proposer must explain as part of the proposal narrative.

7.11 Terminated Contracts

Proposer must disclose any terminated contracts and provide:

- Contracting agency
- Original contract date
- Reason for termination
- Agency contact person and telephone number

7.12 Pending Litigation

Proposer must disclose any pending litigation including:

- Location filed, name of court and docket number
- Nature of litigation

7.13 Proposer Response (No form provided)

Proposer must answer all questions applicable to the services proposed in the order in which they are listed in the RFP. Proposal packages are limited to 50 pages, inclusive of all budgetary and staffing data, required forms and affidavits, and letters of endorsement. Proposer is encouraged to respond to each question thoroughly and succinctly. Each response shall be labeled with the question identifier (e.g., Q.3.1.a) followed by the response. Including the question with the response is optional.

Links to questions located in RFP are as follows:

- [Q.3.1.a – Q.3.1.h](#)
- [Q.3.2.a – Q.3.2.e](#)
- [Q.3.3.a – Q.3.3.d](#)
- [Q.3.4.a](#)
- [Q.3.5.a – Q.3.5.c](#)
- [Q.3.6.a](#)
- [Q.4.a – Q.4.d](#)
- [Q.5.1.a](#)
- [Q.5.2.a – Q.5.2.c](#)
- [Q.5.3.a – Q.5.3.c](#)

SECTION 8 - STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

8.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

8.2 Term of Contract

It is the County's intent to contract through June 30, 2022.

8.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

8.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

8.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

8.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

8.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

8.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

8.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall become a part of any contract awarded as a result of the RFP.

8.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

8.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

8.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

8.13 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

8.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit C – Insurance Requirements and Certificates.

8.16 Default

- a. In addition to its remedies under paragraph 10.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
 1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
 2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

8.17 Independent Contractor Status

- a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.

- b. Principal Test:
Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.
- c. Secondary Factors:
(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

8.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
 - 1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
 - 2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
 - 3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

8.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, "Protected Information") that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County's Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County's Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County's Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

SECTION 7 – Attachments and Exhibits

**Attachment #1
Cover Letter**

Health Services Agency
Clinic Services Division
Attn: Amy Peeler Chief of Clinic Services
1080 Emeline Ave
Santa Cruz, CA 95060

Re: RFP #17P3-002 Dental Health Care Services

Dear Ms. Peeler,

Being duly authorized to represent and act on behalf of _____,
I, the undersigned, having reviewed and fully understood all of the RFP requirements and
information contained therein hereby submit this Proposal for the RFP referenced above, for
your consideration and evaluation. The Proposal shall be valid for a period of at least 90 days
from the Proposal Due Date, which is January 25, 2018.

Dated this _____ day of _____, 20____.

Authorized Signature: _____

Authorized Name: _____

Authorized Title: _____

Legal Entity Name: _____

Federal Employer ID: _____

Authorized Mailing Address: _____

Authorized Telephone: _____

Authorized Email Address: _____

Attachments: Board of Directors/Partners list (for each legal entity)

Attachment #2
Proposal Identification Sheet

PROPOSER TO COMPLETE AND SUBMIT WITH PROPOSAL

The undersigned agrees to furnish the service proposed at the prices and terms stated in the Cost Proposal.

Services to be provided will commence within _____ calendar days after signing of the final contract.

Agency/Company: _____

Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Telephone: _____

Fax: _____

Email Address: _____

Date: _____

The following persons are authorized to conduct contract negotiations:

Name: _____

Title: _____

Telephone: _____

Email Address: _____

Name: _____

Title: _____

Telephone: _____

Email Address: _____

**Attachment #3
Certification of Compliance**

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

Proposer (Agency/Company Name): _____

By indication of the authorized signature below, Proposer does hereby certify and assure Proposer's (potential contractor's) compliance with:

- a) The laws of the County of Santa Cruz;
- b) Title VI of the Federal Civil Rights Act of 1964;
- c) Title IX of the Federal Education Amendments Act of 1972;
- d) The Equal Employment Opportunity Act and the regulations issued therein by the Federal government;
- e) The Americans with Disabilities Act of 1990 and the regulations issued therein by the Federal government;
- f) The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) The condition that no amount shall be paid directly or indirectly to an employee or official of the County of Santa Cruz as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the selected Provider in connection with the procurement under this RFP.

(Authorized Signature)

(Printed Name)

(Date)

Attachment #4
COUNTY OF SANTA CRUZ
NON-COLLUSION DECLARATION

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

I, _____, am the
(Print Name)

_____ of _____,
(Position/Title) (Agency/Company)

the party making the foregoing Proposal, affirming that this Proposal is not made in the interest of, or on behalf of, any undisclosed person, business or other entity; that this Proposal is genuine and neither collusive nor bogus; that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a bogus Proposal; and has not directly or indirectly colluded or arranged with any other Proposer or anyone else to submit a bogus Proposal, or that any other Proposer or anyone else shall refrain from submitting a Proposal; that the Proposer has not in any manner directly or indirectly, sought by agreement, communication, or conference with any other Proposer or anyone else to fix the Proposal price of the Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract; that all statements contained in this Proposal are true; and that the Proposer has not, directly or indirectly, submitted his/her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, business, bid depository or other entity, or to any member or agent thereof to effectuate a collusive or bogus Proposal or Proposal price.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Authorized Signature Date

Attachment #5

Reference Form/Authorization for Release of Information and Waiver of Liability

By signing this Authorization and Waiver, the County of Santa Cruz and its officers and employees are released from any claims, damages or liabilities of any kind, that may directly or indirectly result from the use, disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable, arising from the references provided.

_____ (Authorized Signature) _____ (Printed Name) _____ (Date)

Representative of (Agency/Company Name): _____

Provide at least five (5) customers for whom your company recently provided similar services.

1. Agency/Company Name: _____
Agency/Company Address: _____

Contact Name: _____ Contact Telephone: _____
Dates/Type of Service: _____
2. Agency/Company Name: _____
Agency/Company Address: _____

Contact Name: _____ Contact Telephone: _____
Dates/Type of Service: _____
3. Agency/Company Name: _____
Agency/Company Address: _____

Contact Name: _____ Contact Telephone: _____
Dates/Type of Service: _____
4. Agency/Company Name: _____
Agency/Company Address: _____

Contact Name: _____ Contact Telephone: _____
Dates/Type of Service: _____
5. Agency/Company Name: _____
Agency/Company Address: _____

Contact Name: _____ Contact Telephone: _____
Dates/Type of Service: _____

Exhibit A
PROPOSER FACT SHEET

Name of Contractor: _____

Contractor Federal Tax ID#: _____

Contractor operates and business is classified as:

Sole Proprietor Partnership Corporation
 Government Fiduciary Other

Is Contractor:

1. Authorized to do business in California? Yes___ No___
2. A California-registered small business? Yes___ No___
3. A disabled-owned business? Yes___ No___
4. A women-owned business? Yes___ No___
5. A minority-owned business? Yes___ No___
6. Certified as a minority business by any public agency? Yes___ No___

If yes, name of agency: _____

Name of certifying officer: _____ Phone #: _____

7. A Disadvantaged Business Enterprise (DBE) according to the definitions on page 31.
If yes, indicate composition of ownership below.

% Disabled % Women % Black
% Hispanic % Asian American % Native American

Contractor has been in continuous operation under the present business name for ___ years.

Minority/Women/Disabled-Owned Business Enterprises Definitions

(Refer to Exhibit A)

Standard definitions for Minority/Women/Disabled-Owned Business Enterprises for the purposes of Santa Cruz County contract compliance procedures shall be as follows:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
 - a. At least 51 percent of the small business concern is owned and controlled by one or more minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
 - b. The management and daily business operations are controlled by one or more such individuals.
2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
 - a. At least 51 percent of the small business concern is owned by one or more women; and
 - b. The management and daily business operations are controlled by one or more women who own it.
3. A **Disabled-Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
 - a. At least 51 percent of the small business concern is owned by one or more disabled persons; and
 - b. The management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under Federal and/or State oversight may have additional definitions and requirements.

Exhibit B
DESIGNATION OF SUBCONTRACTORS

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Proposer. If there are no subcontractors, please state "NONE". Please use additional pages as necessary.

1. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

2. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

3. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

4. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

Exhibit C

INSURANCE REQUIREMENTS AND CERTIFICATES

Indemnity

In conjunction with work performed at and/or for County of Santa Cruz (County), Contractor shall exonerate, indemnify, defend, and hold harmless County, which shall include, without limitation, its officers, agents, employees and volunteers, from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractor's performance under the terms of Contract, excepting any liability arising out of the sole negligence of County. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons. In addition, Contractor shall hold County, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with Contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

Contractor, at its sole cost and expense, for the full term of Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of Contractor's insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a. Workers' Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b. Contractor's vehicles used in the performance of Contract, including owned, non-owned (e.g., owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 combined single limit per accident for bodily injury and property damage.
 - c. Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - i. Contractual liability coverage adequate to meet Contractor's indemnification obligations under this Request for Proposals (RFP);
 - ii. Full Personal Injury coverage;
 - iii. Broad form Property Damage coverage, and
 - iv. A cross-liability clause in favor of County.

2. Other Insurance Provisions

- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by County.
- b. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of Contract.
- c. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:
"The County of Santa Cruz is hereby added as an additional insured as respects the operations of the named insured."
- d. All the insurance required herein shall contain the following clause:
"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the County shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the County as evidenced by properly validated return receipt. Such notice shall be sent to: County of Santa Cruz, Auditor-Controller, 701 Ocean Street, Room 100, Santa Cruz, CA 95060".
- e. Prospective Contractor agrees to provide County at or before the effective date of any award resulting from this RFP with a certificate of insurance of the coverage required.
- f. All required insurance policies shall be endorsed to contain the following clause:
"This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: Santa Cruz County General Services Department, Attention: Purchasing, 701 Ocean Street, Room 330, Santa Cruz, CA 95060".
- g. Contractor agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide County, on or before the effective date of Contract, Certificates of Insurance for all required coverages.
- h. All Proposers will be required to furnish, at time of submittal of RFP, proof of the insurances stated herein, which will be incorporated in the final contract with the contractor selected.
- i. If you do not currently carry the type/limit of insurance stated herein, please submit your RFP with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your RFP would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. All insurance requirements are firm unless waived or modified in writing by County.

Exhibit D

PROTESTS AND APPEALS PROCEDURES

1. Protests and Appeals of Procurement Awards

Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) business days after notification of the recommendation of award.

2. Protests to the General Services Director

- a. The General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:
 1. State the reason for the action taken;
 2. Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors (Clerk of the Board) within seven (7) business days after receipt of the decision by the General Services Director. If the award is not subject to approval by the Board of Supervisors (Board), the General Services Director shall make the final decision on the merits of the protest.
- b. The General Services Director shall discuss with County Counsel all protests prior to issuing a written decision.

3. Appeals to the Board of Supervisors

If so requested, as set forth in Section 2(b) above, and if the award is subject to approval by the Board, the decision of the General Services Director may be appealed to the Board. If the award is not subject to approval by the Board, the General Services Director shall make the final decision on the merits of the protest per Section 2.

4. Appeal Time Limits

Appeals of decisions shall be initiated within ten (10) days of the decision. The County shall be considered an interested party. If the appeal period ends on a day when County offices are not open to the public for business, the time limits shall be extended to the next full business day.

5. Initiation of Appeals

- a. An appeal shall be filed with the Clerk of the Board on a form provided and shall state, as appropriate, any of the following:
 1. A determination or interpretation is not in accord with the purpose of these procedures or
 2. County Code;
 3. There was an error or abuse of discretion;
 4. The record includes inaccurate information; or
 5. A decision is not supported by the record.
- b. In the event of a timely appeal before the Board under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.

6. Appeal Procedure

- a. Appeal Hearing Date. An appeal shall be scheduled for a hearing before the Board within thirty (30) days of the County's receipt of an appeal unless the protestor and County consent to a later date.
- b. Notice and Public Hearing. An appeal hearing shall be a public hearing. Notice of the public hearing shall be mailed or delivered to the protestor within ten (10) days of the scheduled hearing date.
- c. Hearing. At the hearing, the Board shall review the record of the decision and hear oral explanations from the protestor and any other interested party.
- d. Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board shall mail notice of a County Board decision. Such notice shall be mailed to the protestor within five (5) business days after the date of the decision and to any other party requesting such notice.
- e. A decision by the Board regarding an appeal shall become final on the date the decision is announced to the public.

I acknowledge and will abide by the Protest and Appeals Procedures provided herein.

(Authorized Signature)

(Printed Name)

(Date)