



Alpine County Health and Human Services

Request for Proposal Number 2014-HHS-002

Public Health Officer

April 15, 2014

Purpose of Request for Proposal (RFP):

The California Health and Safety Code sections 101025-101070, California Government Code, and the Alpine County Code specify the services and requirements of a Public Health Officer (PHO). Applicable law states that there shall be a PHO, who shall hold the degree of Doctor of Medicine and be licensed and in good standings in the State of California. The position shall serve 8 hours per week. The PHO shall be responsible to the Board of Supervisors, shall be appointed by the Board of Supervisors and shall serve at its pleasure under the direction of the Health and Human Services (HHS) Director. This Request for Proposal (RFP) sets forth the desire to fulfill all code requirements in the above codes to establish a PHO for Alpine County.

Instructions to Bidders:

I. PROPOSAL SUBMISSION

Proposers must submit four copies (an original with original signatures and three copies) and one complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Alpine County HHS RFP # HHS 2014-002, and delivered by 4:00 p.m. on May 28, 2014 to:

Hand Delivery:

Attn: County Clerk

Alpine County Administration

75 Diamond Valley Road

Markleeville, CA 96120

Mail Delivery:

Attn: County Clerk

Alpine County Clerk

P.O. Box 158

Markleeville, CA 96120

- A. Late or facsimile proposals will not be accepted. It is the Proposer's responsibility to assure that his proposal is delivered and received at the location specified above on or before the date and hour set. Proposals received after the date and time specified will not be considered.
- B. No proposals will be considered which are not accompanied by attached forms (listed in section III and XVII) and signed by the proper official of the agency/firm.

- C. CONTACT: Questions or clarifications on proposal specifications are to be made in writing to:

Nichole Williamson
Health and Human Services
75 Diamond Valley Road
Markleeville, CA 96120
nwilliamson@alpinecountyca.gov

If deemed necessary by the COUNTY, responses will be contained in addenda distributed to all prospective proposers.

II. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the COUNTY may only be altered by letter or facsimile bearing the signature or name of the proposer's authorized representative, provided it is received prior to the deadline for submission of proposals. Telephone or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the COUNTY may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

III. PREPARATION OF PROPOSALS

- A. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
 - Attachment B – Proposal Check-list, Table of Contents
 - Attachment C – Proposer's Exceptions to RFP
 - Attachment D – Letters of Reference
 - Attachment E – Certificate of Non-Collusion
 - Attachment F – Proposal Evaluation Form
 - Attachment G – Sample Alpine County Contract

No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements of the Request for proposal.

- B. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- C. Proposers are expected to examine all provisions, specifications and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All proposals must be dated and signed by a representative authorized to enter into contracts for the applicant firm or agency.
- E. All proposals shall remain in effect and legally binding for at least 90-days from the proposal opening date.
- F. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the proposer. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the proposer.
- G. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by proposer shall become the property of the County of Alpine.
- H. Time when stated as a number of days, shall include Sunday's through Saturday's, excluding legal holidays.
- I. Proposer must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the proposer's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquires and correspondence shall be directed to:

Nichole Williamson
Health and Human Services
75 Diamond Valley Road
Markleeville, CA 96120
nwilliamson@alpinecountyca.gov

- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
 - C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested proposer(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each proposer known to have received a copy of this RFP. Proposers must include in their proposals acknowledgement of receipt of any and all addenda issued.
 - D. The deadline for submitting written inquiries regarding this RFP is indicated in Section VI. Schedule of Activities.
 - E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
 - F. Alpine County requires that other Alpine County management and employees not be contacted by Proposers during the RFP process. Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Alpine County HHS RFP Representatives listed above for any and all technical and procedural inquiries.
- V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS
- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Proposer's authorized representative, provided it is received prior to the deadline for submission of proposals. Telephone, email or verbal alterations will not be accepted.

- B. A proposal that is in the possession of the County may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Proposers to prepare definitive proposals and to permit Alpine County to fully consider various factors that may affect its decision. This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to proposers in the event of schedule changes.

Scheduled Activity	Proposed Date
Published notice inviting bids	April 16, 2014
Letters of interest mailed to prospective proposers and opening of bids at County Clerk’s office	April 28, 2014 3:00 p.m.
Inquiry Deadline	May 12, 2014
RFP Submission Deadline	May 28, 2014
RFP Selection & Notification	June 6, 2014
Contract Awarded & Finalized	June 17, 2014
Approximate Start Date	July 1, 2014

VII. SELECTION PROCESS

- A. The County reserves the sole right to judge the contents of the Proposers’ proposals. The selection process will be governed by the following criteria:

- The proposals must adhere to the instructions and format as specified in this RFP.
- The evaluation will include a review of all documents and information relating to the Proposer’s services, organizational structure, capabilities, qualifications, past performance and costs.
- Proposers may be required to make an oral presentation and interview before final selection is made.
- The County may evaluate any information from any source it deems relevant to the evaluation.

- False, incomplete or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

- A. The selection of Proposer(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. Proposer(s) should submit information sufficient for the County of Alpine to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable Federal, State, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Alpine then has the option to re-competes the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
1. The proposal will be judged based on service capabilities and experience of the prospective Proposer and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
 - Adequacy of the described plan/approach to deliver requested services as described in Section XI. Scope of Work.
 - Experience of Proposer in providing services and quality of work.
 - Status of Professional Certification including whether the Proposer meets the minimum requirements to provide service.
 - Cost of providing services as outlined in Section XI. Scope of Work.

- All criteria identified in Attachment F, Proposal Evaluation Form.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation or disability.
- B. The Proposer agrees that should it be awarded a contract, the Proposer shall not discriminate against any person who performs work there under because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Proposer whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Alpine County. The County shall be the sole judge in making such a determination.
- D. The successful Proposer will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Proposer's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Proposer agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Proposer's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Proposers may be required to submit any additional information that Alpine County may deem necessary to determine the Proposer's qualifications. Should any of the information requested by Alpine County be considered by the Proposer to be confidential, it must be so stated. Alpine County

will attempt to treat any information submitted by the Proposer as confidential if requested to do so; however, Alpine County cannot ensure such confidentiality.

G. Open Procurement

1. Alpine County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
2. Alpine County reserves the right to accept or reject any or all Proposals in whole or in part.
3. Alpine County reserves the right to negotiate a contract with more than one Proposer at the same time.

X. BACKGROUND INFORMATION

The PHO is responsible for mandated functions as specified in the California Health and Safety Code and California Government Code. The services to be provided by the PHO in the capacity of Health Officer as set forth in the codes mentioned previously and in the Scope of Work below.

XI. SCOPE OF WORK

The scope of work for the project includes:

The PHO is responsible for mandated functions as laid out in the California Health and Safety Code and California Government Code. This scope of service is intended to give detailed examples of job duties to be performed, not an all-inclusive list. This position will be typically 8 hours per week with a potential of additional hours in the event of a Public Health emergency.

- A. Meet minimum standards for a local health officer as set out in the Health and Safety Code.
- B. The role of the PHO is to have the ability to respond 24/7 within 60 minutes for any level of Public Health event as required. The PHO shall be available via telephone or electronically and/or respond to inquiries within 60 minutes for medical consultation. No other outside duties shall preclude the health officer from responding or conflicting with this ability.

- C. Office hours are flexible and subject to approval of the Health & Human Services Director.
- D. Participate in activities to ensure local readiness of health and emergency medical resources.
- E. Responsible for medical oversight of various programs or divisions within public health as delegated.
- F. Develop policy related to Public Health and programs within as requested. This will include review of current policy and implementation of new policy, reorganization or change in State and Federal requirements.
- G. Work with staff to assess and report on the health status of the community.
- H. Work with community providers to ensure that delivery of lab services meets the needs of the community. Participate in Quality Assurance activities to ensure all mandated requirements are met in the most efficient, effective manner.
- I. Provide medical oversight and direction, as needed, of all public health physician contracts.
- J. Work with staff to develop Quality Assurance Management plan for Public Health.
- K. The PHO shall delegate authority for enforcement of Environmental Health issues to the Environmental Health Director.
- L. The PHO reports directly to the HHS Director. This position fills an advisory role to the community and the Board of Supervisors through the appropriate chain of command.
- M. Provide guidance in public health matters by assessing health risks and communicating those risks responsibly and effectively to the community.
- N. Provide medical expertise for mandated health protection functions of county government, including but not limited to, services related to communicable disease control, maternal and child health, disaster preparedness, sudden infant death,

public health laboratory services, environmental health, alcohol and other drug programs, vital statistics, public health nursing, nutrition and chronic disease.

- O. Provide for medical supervision of medical staff as required by their scopes of practice per applicable sections of the California Business and Professions Code. Represent Alpine County to the California Conference of Local Health Officers (CCLHO). Represent the Health Department with related county activities in local communities and within the medical community as directed.

XI. PROPOSAL FORMAT AND CONTENT

- A. A description of the process/approach to be used in providing the services described in Section XI. Scope of Work of this RFP. Be specific and address all elements.
- B. A description of Proposer's experience in providing the requested services.
- C. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- D. Upon specific request of the County, Proposer shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Proposer who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- E. Any exceptions to the terms and conditions as specified in Attachment C to this RFP. The terms and conditions not specifically identified will be considered acceptable to Proposer.
- F. Three (3) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Proposer has worked to provide services.

- G. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- H. Timeline indicating implementation schedule and training schedule (if applicable).
- I. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

XII. FORMAT OF COST PROPOSAL

The Proposer must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract. The proposed contract shall not exceed sixty two thousand four hundred (\$64,200) per year.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

XIII. CONTRACT

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next proposer if the selected Proposer has not signed the agreement within three (3) weeks after the notification of intent of award.
- B. Execution of Contract
 - 1. Upon the acceptance of a Proposer's Proposal, County will prepare and submit a contract to the successful Proposer for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Proposer fails, neglects or refuses to execute the contract within three (3) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no

effect.

2. Incorporated by reference into the contract which is to be entered into by County and the successful Proposer pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Proposer's response thereto, and (b) all written communications between County and the successful Proposer whose Proposal is accepted.

C. No Assignment

Assignment by the successful Proposer to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Term

The term of the Agreement(s) will be for a period of one (_1_) year(s) with the option to extend the Agreement(s) up to two (_2_) additional one-year periods. The County and the Contractor will have the right to terminate contract providing 90 days of written notice is provided.

F. Insurance

The County shall, at County's expense, provide medical liability insurance for Proposer to cover all services provided by Contractor for the County under the terms of the contract, including all the responsibilities incorporated in Section X. Such medical liability insurance will include coverage for all claims made regarding services of the Contractor provided under these terms. Contractor shall be listed as an additional insured on the COUNTY'S CSAC Excess Insurance Authority policy for as long as Contractor continues to provide services under the terms of this agreement.

Prior to commencement of this Agreement, the Contractor shall provide verification that they are in good standing and insurable through the County's liability insurance

XIV. Rejection of Proposals

Per Section 2.32.090 of the Alpine County Purchasing Code *Rejection of Bids*, In its discretion the Alpine County board of supervisors or its designee may reject any and all bids presented, may accept an item or group of items of any bid, may modify or cancel in whole or in part the notice of inviting bids, and may determine to re-advertise for bids. Similarly the board of supervisors or its designee reserves the right to waive informalities and minor irregularities in any bids received.

Per section 2.32.110 of Alpine County Code, *Request for proposals*,Services in excess of fifty thousand dollars under Section 2.32.050 (B) of this code are also subject to this RFP process. The specific procedural details of which shall be provided in the test of the request, wherein the county shall reserve the right to negotiate directly with any party responding thereto and may enter into a contract with any responding party regardless of any response including, but not limited to, price. Prior to publishing, the request for proposals shall be submitted to the county counsel's office for review and approval.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel.

XV. General Conditions

While the intent of the County is to award the contract to the selected Proposer, it reserves the right to both either withdraw and/or not award a contract. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within (Attachment G). Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.