



# CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES

## STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION REQUEST FOR PROPOSAL

**BID NO. BD13-00024**

The California Department of Corrections and Rehabilitation (CDCR), hereafter referred to as the State, is inviting responses to this Request for Proposal (RFP) entitled "On-Site Dialysis Services at San Quentin State Prison". In accordance with the California Government Code and Americans with Disabilities Act (ADA) requirements, this can be made available in a text-only format on a compact disc as a disability-related reasonable accommodation.

To discuss how to receive a copy of this RFP in the specified format or to request a different format, please contact the person identified below.

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**Required Attachments**

<b><u>Attachment #</u></b>	<b><u>Attachment Name</u></b>
Attachment 1	Proposal Cover Page
Attachment 2	Sample Insurance
Attachment 3	Voluntary Statistical Data Form
Attachment 4	Standard Contractor Certification Clauses (CCC)
Attachment 5	Payee Data Record
Attachment 6	Bidder's Reference Sheet
Attachment 7	Darfur Contracting Act Certification
Attachment 8	Iran Contracting Act Certification
Attachment 9	Sample Standard Agreement (STD. 213)
Attachment 10	Subcontractor/Contractor List
Attachment 11	Vendor's Questionnaire
Attachment 12	Conflict of Interest Compliance Certificate
Attachment 13	Disabled Veteran Business Enterprise (DVBE)
Attachment 14	Commercially Useful Function Certification (CUF)
Attachment 15	Bidder Certification (CCHCS-MC-333)
Attachment 16	Non-Collusion Declaration (CCHCS-MC-379)
Attachment 17	Declaration of Capacity to Provide Service (CCHCS-MC-396)

**Standard Contract Forms/Exhibits** (See Section 10.6 and 10.7 in the RFP)

Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit B-1	Bid Proposal
Exhibit B-1	Rate Sheet (Cost Offer)
Exhibit C	General Terms and Conditions (GTC-610).
Exhibit D	Special Terms and Conditions & Additional Provisions
Exhibit F	Definitions
Exhibit G	HIPAA Business Associates Addendum
Exhibit 2.1	Competitive Bidding and Proposal Responsiveness (located in Section 2.0 in the RFP)
Exhibit 5.1	Non-Binding Letter of Intent (located in Section 5.0 in the RFP)
Exhibit 5.2	Confidentiality Form (located in Section 5.0 in the RFP)

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## 1. INTRODUCTION AND OVERVIEW

### BACKGROUND

As a result of the State of California's failure to provide medical care to patients at constitutionally acceptable levels, the United States District Court for the Northern District of California, in Case No. C01-1351 TEH, Plata v. Brown (Plata), has established a receivership to assume the executive management of the California prison medical system and raise the level of care up to constitutional standards. On February 14, 2006, the Court appointed the Receiver and granted him, among other powers, the authority to exercise all powers vested by law in the Secretary of the California Department of Corrections and Rehabilitation (CDCR) as they relate to the administration, control, management, operation and financing of the California prison medical health care system. For further information regarding the conditions underlying the Receivership and the powers and responsibilities of the Receiver, refer to CCHCS' website at <http://www.CPHCS.ca.gov>.

#### 1.1 Request for Proposal (RFP) Purpose

The purpose of this State procurement, **RFP #13-00024 for On-Site Dialysis Services at San Quentin State Prison**, the California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS)<sup>1</sup> is requesting proposals for an on-site dialysis services medical program for patients at San Quentin State Prison (SQ). CCHCS makes this request on the behalf of CDCR, also hereafter referred to as "State." CDCR will be the named party on the resulting contract. The objective of this initiative is an effective and efficient on-site dialysis program, hereafter referred to as "Dialysis Services." The Contractor will be responsible for providing the labor, materials, staff, equipment (including Reverse Osmosis equipment) and maintenance of the equipment, transportation, travel, licenses, permits, certificates and every other item of expense necessary to provide on-site dialysis services, as requested by CDCR/CCHCS for the period of February 1, 2014 through January 31, 2018. CCHCS will have the option of extending this contract, for up to two (2) one- (1-) year extensions, through January 31, 2020. CCHCS will have the option to purchase any or all of the dialysis equipment installed by the Contractor at SQ including the Reverse Osmosis (RO) equipment at fair market value based upon manufacturing industry sales at an amount mutually agreed upon by CCHCS and the Contractor. The Contractor will be advised of CCHCS' decision regarding purchasing dialysis equipment, including the RO equipment no later than three (3) months prior to the scheduled end date of the contract.

#### *SQ ON-SITE DIALYSIS PROGRAM*

For this solicitation, the contractor shall provide labor, materials, staff, equipment (including maintenance and supplies), transportation, travel, licenses, permits, certificates and every other item of expense for three (3) dialysis stations, one (1) of which shall be in a private room. On a weekly basis, the contractor will be able to provide service for up to eighteen (18) dialysis patients on a routine basis (at least three shifts per day). However, CCHCS provides no guarantee as to the number of patients that the Contractor will treat or the number of treatments that the Contractor will administer. Finally, the awarded Contractor agrees that all expenses associated with travel to and from the Institution, lodging and all training expenses, such as

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<sup>1</sup> CCHCS is the area of CDCR responsible for medical, dental, and mental health care for California's adult state prison population. The portion of CCHCS that is responsible for the provision of medical care is under the oversight of the Receiver appointed by the United States District Court for the Northern District of California, in Plata v. Brown, Case Number C01-1351 TEH. For convenience, the term "CCHCS" is used throughout this RFP to describe the portion of CDCR subject to the Receiver's oversight. Where the context suggests, references to "CCHCS" may be synonymous with "CDCR."

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Continuing Dialysis Education for referred personnel, shall be at the expense of the awarded Contractor and will not be reimbursed by CCHCS. Any and all services performed outside of the awarded contract will be at the sole risk and expense of the awarded Contractor.

## **1.2 Bid Process**

This RFP is not subject to provisions of the Public Contract Code (PCC) pertaining to bidding and awarding of contracts, but rather uses substitute procedures authorized by the *Plata* Court. See Court Order dated June 4, 2007, available at <http://www.CPHCS.ca.gov>. No administrative protest of the award of the contract resulting from this RFP is available. CCHCS reserves the right to modify or cancel, in whole or in part, this RFP at any time prior to contract award. Any RFP modification(s) and/or cancellation will be made by addendum. CCHCS reserves the right to negotiate services and related costs deemed necessary to meet the needs of the project. Selection of the successful contractor will be made using a multi-stage procurement process, described in RFP Section 9, Evaluation Process.

CCHCS will provide the contract administration and overall responsibility for conducting bid activities for CCHCS RFP #13-00024 and all communications with Bidders. Bidders should carefully read RFP Section 9, Evaluation Process, to ensure an understanding of the evaluation process. The initial contract term will be three (3) years with the option to extend the initial contract term for up to two (2) one- (1-) year extensions, for a total contract period of five (5) years, or more to account for the transitional periods.

This bid process is also conducted in compliance with the Americans with Disabilities Act (ADA) of 1990. In accordance with 42 United States Code, section 12101, et seq., this RFP can be made available in the specified format or to request a different format, please contact the Bid Representative identified in RFP Section 1.5, Bid Representative. The State estimates the bidding process will take approximately four (4) to six (6) months to complete. This bid will result in an award to a single Contractor that can provide on-site dialysis treatment staff, services, equipment (and maintenance), supplies and support for correctional facilities located at SQ.

### **Bidders Responsibility:**

- A. Carefully read the entire RFP before submitting the Proposal.
- B. If clarification of the RFP is necessary, submit questions in writing in a timely manner as specified in Section 1.6, Key Action Dates.
- C. Submit all required responses, complete to the best of the Bidder's ability, by the required dates and times in the RFP Section 1.6, Key Action Dates.
- D. Make sure that all procedures and requirements of the RFP are accurately followed and addressed appropriately.

### **1.3 Scope and Vendor Admonishment**

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by Bidders. This RFP also addresses the requirements that bidders must meet to be eligible for consideration as well as addressing the contractor's responsibilities before, during and after commencement of the operational phase of the Dialysis Treatment Program Services.

To increase the likelihood that Proposals will address all of program's needs for dialysis equipment, maintenance, supplies and staff, this solicitation may include a Bidders' Conference and Bidders Tour.

#### **1.3.1 Solicitation Objectives**

The CCHCS expects to achieve the following outcomes through this solicitation:

- A. To provide on-site dialysis treatment services, equipment, maintenance, supplies and dialysis treatment staff in a timely fashion to SQ;
- B. To provide SQ with a Contractor who has skilled dialysis treatment staff qualified and certified to perform comprehensive on-site dialysis treatment services;
- C. Facilitate a smooth transition of dialysis services at the beginning and end of the contract period;
- D. To get the lowest, fixed, long-term pricing on all currently available all-inclusive dialysis treatment services (including equipment and staffing);
- E. To provide immediate response to the Institution's (Customer) concerns and issues;
- F. To provide dialysis and RO equipment set up and maintenance;
- G. To maintain sufficient and operational stock for immediate installation of new equipment and replacement of defective equipment;
- H. To implement and complete transitional activities as provided in Exhibit A, Scope of Work and the RFP;
- I. To provide immediate notice to CCHCS of changes in assigned personnel and to promptly address and solve all service issues;
- J. To have backup dialysis treatment equipment available including portable RO equipment for use when an installed piece of equipment is inoperable;
- K. To build a RO water treatment system to specifications for the clinic that will house the dialysis service. After installation of the equipment water, provide for quality testing and cultures for four (4) consecutive weeks and a California Department of Public Health (CDPH) survey, which occurs after the completion of the water quality testing and cultures, before patients can begin receiving dialysis treatment services;
- L. To have Contractor continually train its staff consistent with expectations as provided in the RFP and Scope of Work (Exhibit A), which is needed as proof for licensing review; and
- M. To sell equipment to CCHCS at fair market value, if requested by CCHCS before the end of the contract term.

### **1.4 Availability**

The selected Bidder must have available all personnel, equipment and materials ready to begin work on the start date of the Agreement specified in RFP Section 1.6, Key Action Dates. If personnel offered by a selected Bidder leave the Bidder's firm or are otherwise unable to participate in this Contract, they must be replaced with equally qualified personnel who meet the Contract requirements.

### **1.5 Bid Representative**

Questions concerning this RFP should be directed via email to the CCHCS Medical Contracts Bid Representative. The CCHCS Medical Contracts Bid Representative will coordinate written

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responses. All Bidders who have submitted the Letter of Intent to Bid will be notified, via email, of the questions and the respective responses without identifying the submitter(s). The questions and responses will also be posted at CCHCS' web site at [http://www.cphcs.ca.gov/project\\_rfp.aspx](http://www.cphcs.ca.gov/project_rfp.aspx) and [www.BidSync.com](http://www.BidSync.com). Correspondence, including questions, revisions to information involving the designated contact person, proposals and other requests shall be directed to the CCHCS' Bid Representative: Sabrina Johnson, Medical Contracts, California Correctional Health Care Services (CCHCS), P. O. Box 588500, 8260 Longleaf Drive, Building D, Elk Grove, CA 95758; Phone: (916) 691-4144. Email address: [Sabrina.Johnson2@cdcr.ca.gov](mailto:Sabrina.Johnson2@cdcr.ca.gov) or designee as provided in Section 2.2.1.4 *How to Submit Questions* and Section 2.2.3.1 *Submitting the Letter of Intent*.

### 1.6 Key Action Dates

Listed below are the key activities, actions, dates and times by which the activities must be taken or completed for this RFP. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to the RFP, except that dates with an asterisk (\*) will be updated only by notification posted on [http://www.cphcs.ca.gov/project\\_rfp.aspx](http://www.cphcs.ca.gov/project_rfp.aspx) and [www.BidSync.com](http://www.BidSync.com).

**ALL DATES AFTER THE SUBMISSION OF PROPOSALS ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS DICTATE, WITHOUT ADDENDUM TO THIS RFP.**

Release RFP	November 4, 2013
Bidder's Pre-Proposal Conference	November 13, 2013
Last day to Request Site-Visit for Bidders	November 15, 2013
Site-visit Tours of SQ for Bidders	December 3, 2013
Last Day to submit questions for clarification of RFP and have answers provided prior to submittal of Proposal	December 6, 2013 (by 4:00 p.m. PST)
Letter of Intent to Bid	December 9, 2013
*Proposals are due	December 17, 2013 (by 2:00 p.m. PST)
Evaluation of Proposals Begins	December 18, 2013
*Contract Award	January 6, 2014
*Proposed Start Date of Agreement	February 1, 2014

### 1.7 Adobe Acrobat Version

While this RFP is available electronically in Adobe Acrobat format, the official version is the one posted on CCHCS' web site at [http://www.cphcs.ca.gov/project\\_rfp.aspx](http://www.cphcs.ca.gov/project_rfp.aspx) and the one located on the Department of General Services' website: California State Contracts Register, <http://www.BidSync.com>. **Bidders are cautioned that changing any RFP language in the Bidder proposal, especially language pertaining to RFP requirements and the Contract, is grounds for Bidder disqualification.**

### 1.8 Dialysis Treatment Services Program Operations Tour

A tour of the CDCR's on-site dialysis treatment operations will be arranged for Bidders with the intent to provide an opportunity to understand the current business processes and the impact of proposed solutions. Bidders must request an on-site dialysis treatment operation tour by the date stated in RFP Section 1.6, Key Action Dates. Tours will be available for no more than two (2) individuals representing each Bidder. Bidders are responsible for scheduling the on-site dialysis treatment operations tour through the Bids Representative identified in RFP Section 1.5. All on-site dialysis treatment operation tours are optional to Bidders.

## **2. RULES GOVERNING COMPETITION**

### **2.1 Identification and Classification of RFP Requirements**

Section 2 of this RFP describes the bid process. Specific guidelines for the submission of this RFP response are found in Section 8, Proposal and Bid Format.

#### **2.1.1 Mandatory Requirements**

The State has established certain requirements with respect to proposals to be submitted by prospective Bidders. The use of “shall,” “must,” or “will” in this RFP indicate a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the response is not in substantial accord with the RFP requirements, provides an advantage to one Bidder over other Bidders or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the Bidder, or on the cost to the State. Material deviations cannot be waived.

#### **2.1.2 Desirable Items**

The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are non-mandatory in nature.

#### **2.1.3 Contract Requirements**

Bidder awarded contract must adhere to all General Terms and Conditions (Exhibit C), Special Terms and Conditions and Additional Provisions (Exhibit D) and Contractors Certification Clauses (CCC 307).

##### **2.1.3.1. Third Party Beneficiary**

Nothing in the awarded contract shall be construed as giving any third party any right, remedy or claim.

## **2.2 Bidding Steps**

### **2.2.1 Preparation of Proposals**

Exhibit 2.1, Competitive Bidding and Proposal Responsiveness, located at the end of Section 2, emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of proposals. Bidders are encouraged to review this exhibit. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Bidder's compliance with the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content. Before submitting each document, the Bidder should carefully read the Proposal for errors and adherence to the RFP requirements.

#### **2.2.1.1 Proposer Questions**

Immediately notify CCHCS if clarification is needed regarding the services sought or questions arise about the RFP and/or its accompanying materials, instructions, or requirements. Put the inquiry in writing and transmit it to CCHCS as instructed below. At its discretion, CCHCS reserves the right to contact an inquirer to seek clarification of any inquiry received.

Proposers that fail to report a known or suspected problem with the RFP and/or its accompanying materials or fail to seek clarification and/or correction of the RFP and/or its accompanying materials submit a proposal at their own risk. In addition, if awarded the contract, the successful Proposer shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy,

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omission or error. If a prospective Proposer reports a suspected or known problem or identifies language in the RFP that needs further clarification, CCHCS, through the posting on CCHCS' web site at [http://www.cphcs.ca.gov/project\\_rfp.aspx](http://www.cphcs.ca.gov/project_rfp.aspx) and on [www.BidSync.com](http://www.BidSync.com), will post the summary and responses to all agencies who received this RFP.

A prospective Proposer that desires clarification about specific RFP requirements and/or whose inquiry relates to sensitive issues or proprietary aspects of a proposal may submit individual inquiries that are marked "Confidential." The inquirer must include with its inquiry an explanation as to why it believes questions marked "Confidential" are sensitive or surround a proprietary issue. If an inquiry appears to be unique to a single firm or is marked "Confidential," CCHCS will mail or email a response only to the inquirer if CCHCS concurs with the Proposer's claim that the inquiry is sensitive or proprietary in nature. If CCHCS does not concur, the inquiry will be answered in the manner described herein and the Proposer will be notified. Inquiries and/or responses that CCHCS agrees should be held in confidence shall be held in confidence only until the Notice of Intent to Award is posted.

To the extent practical, inquiries shall remain as submitted. However, CCHCS may consolidate and/or paraphrase similar or related inquiries.

**2.2.1.2 What to include in an inquiry**

- Inquirer's name
- Name of firm submitting the inquiry
- Mailing address
- Email address
- Area code and telephone number
- Fax number
- A description of the subject or issue in question or discrepancy found
- RFP section, page number or other information useful in identifying the specific problem or issue in question. Format inquiries as follows:

**RFP Reference, Section, Page Number and Question**

RFP Reference	Section	Page Number	Question
Use "General" for general questions. Use "RFP" if the question is about a section in the RFP. For questions regarding Exhibits and Attachments, identify the Exhibit by letter and the Attachment by number, e.g., "Exhibit A/Att 1", "Attachment 2", Etc.	Indicate the RFP section by letter. Include the number(s) or letter(s) of any subsection(s) or paragraph(s). Indicate the Exhibit letter and identify any subsection(s) by number(s) or letter(s).	Example: 27 of 47	

- Remedy sought, if any.

**2.2.1.3 Inquiry Question deadline**

Regardless of delivery method, written inquiries must be received no later than **4:00 p.m. PST on December 6, 2013**. Notwithstanding the question submission deadline, CCHCS will accept questions or inquiries about the reporting of RFP errors or irregularities if such inquiries are received prior to the proposal submission deadline.

#### 2.2.1.4 How to submit questions

Submit inquiries using one of the following methods.

##### **U.S. Mail, Hand Delivery or Overnight Express:**

###### **Hand Delivery**

CA Correctional Health Care Services  
Letter of Intent – CCHCS RFP #13-00024 – Dialysis Services  
8260 Longleaf Drive, Building D  
Elk Grove, CA 95758  
Attn: Sabrina Johnson, Medical Contracts

###### **Overnight - Courier Services (GSO, Fed-Ex, UPS)**

CA Correctional Health Care Services  
Letter of Intent – CCHCS RFP #13-00024 – Dialysis Services  
8260 Longleaf Drive, Building D  
Elk Grove, CA 95758  
Attn: Sabrina Johnson, Medical Contracts

###### **Mail Delivery**

Letter of Intent – CCHCS RFP #13-00024 – Dialysis Services  
CA Correctional Health Care Services  
P.O. Box 588500  
Elk Grove, CA 95758  
Attn: Sabrina Johnson, Medical Contracts

#### 2.2.1.5 Verbal Questions

Verbal inquiries are discouraged. CCHCS reserves the right not to accept or respond to verbal inquiries. **Spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on CCHCS unless later confirmed in writing.**

#### 2.2.2 Bidders' Conference

A Bidders' Conference will be held, during which Bidders will be afforded the opportunity to meet with State personnel to discuss the content of the RFP and the bidding process. Bidders are encouraged to attend the Bidders' Conference, and notification of time and place of the conference will be made by posting the information on [http://www.cphcs.ca.gov/project\\_rfp.aspx](http://www.cphcs.ca.gov/project_rfp.aspx) and [www.BidSync.com](http://www.BidSync.com). The State may also accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. Formal answers to questions will be posted to CCHCS' web site at [http://www.cphcs.ca.gov/project\\_rfp.aspx](http://www.cphcs.ca.gov/project_rfp.aspx) and [www.BidSync.com](http://www.BidSync.com) approximately five (5) State business days after the Bidders' Conference. If, in the State's opinion, questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with the posted data. Oral answers shall not be binding on the State. A sign-in sheet will be provided to document attendance. The information from the sign-in sheet may be provided to interested parties.

#### 2.2.3 Bidder's Intention to Submit a Proposal

Bidders must submit a notification of intention to submit a proposal, in order to receive notifications. Only those Bidders that submit a letter stating that they intend to submit a proposal for this RFP will receive notifications regarding this bid. The letter should identify the contact person for the solicitation process, plus their phone and fax numbers and e-mail address. The State will notify only one contact person per prime contractor. Information related

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to a Bidder will be given to the designated contact person. It shall be the Bidder's responsibility to immediately notify the Bid Representative in writing, regarding any revisions to the information. The CCHCS shall not be responsible for proposal correspondence not received by the Bidder. Bidders who wish to participate are asked to return the Letter of Intent to Bid to the Bid Representative listed in RFP Section 1.5, Introduction and Overview, to ensure they remain on the State of California's official list of participating Bidders. A sample Letter of Intent to Bid is found in RFP Section 5, Administrative Requirements, Exhibit 5.1. If the letter is not submitted by the date as specified in the Key Action Dates specified in Section 1.6, Introduction and Overview, or the Bidder does not participate in a bid step, the CCHCS reserves the right to drop them from the participating Bidder list and they will not receive any further correspondence until they contact the Bid Representative and indicate that they would like further correspondence.

The Letter of Intent is not binding and prospective Proposers are not required to submit a proposal merely because a Letter of Intent is submitted.

### 2.2.3.1 Submitting the Letter of Intent

Regardless of delivery method, the Letter of Intent should be received by **December 9, 2013**. Submit the letter using one of the following methods:

#### **U.S. Mail, Hand Delivery or Overnight Express:**

##### **Hand Delivery**

CA Correctional Health Care Services  
**Letter of Intent – CCHCS RFP #13-00024 – Dialysis Services**  
8260 Longleaf Drive, Building D  
Elk Grove, CA 95758  
Attn: Sabrina Johnson, Medical Contracts

##### **Overnight** - Courier Services (GSO, Fed-Ex, UPS)

CA Correctional Health Care Services  
**Letter of Intent – CCHCS RFP #13-00024 – Dialysis Services**  
8260 Longleaf Drive, Building D  
Elk Grove, CA 95758  
Attn: Sabrina Johnson, Medical Contracts

##### **Mail Delivery**

**Letter of Intent – CCHCS RFP #13-00024 – Dialysis Services**  
CA Correctional Health Care Services  
P.O. Box 588500  
Elk Grove, CA 95758  
Attn: Sabrina Johnson, Medical Contracts

### 2.2.4 Confidential Discussions

The CCHCS Evaluation Team may conduct confidential discussions with each Bidder submitting Proposals that have been reviewed by the State. At the confidential discussion, the Bidder may bring to the discussion those persons who may be required to answer questions or commit to changes. The State will not make counter proposals to the Bidder's proposed solution to the RFP requirements, and will only identify its concerns, ask for clarification, and express its reservations if a particular requirement of the RFP is not, in the opinion of the State, appropriately satisfied. Oral statements made by either party during confidential discussions shall not be binding. Confidential discussions are not a right but rather are conducted at the sole discretion of CCHCS.

### **2.3 News Releases**

News releases or any publications relating to a contract resulting from this RFP shall not be made without **prior written approval** of the Bid Representative listed in Section 1.5, Introduction and Overview.

### **2.4 Disposition of Proposals**

All materials submitted in response to this RFP upon submission are the property of the State of California/CCHCS subject to the California Public Records Act (PRA; Government Code (GC) section 6250, et seq.) and will be returned only at the State/CCHCS' option and at the Bidder's expense. At a minimum, the Master Copy of the Proposal shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in the Key Action Dates specified in Section 1.6, Introduction and Overview. However, materials the State considers in its sole opinion to be confidential information will be returned upon the request of the Bidder.

Upon posting of Notice of Intent to Award, all documents submitted in response to this RFP and all documents used in the selection process (i.e., review checklists, scoring sheets, letters of intent, etc.) will be regarded as public records under the PRA and subject to review by the public. However, proposal contents, Proposer correspondence, selection working papers or any other medium shall be held in the strictest confidence until the Notice of Intent to Award is posted.

### **2.5 Data Library**

A Data Library will not be used for this procurement.

### **2.6 Reasonable Accommodation**

For individuals who require reasonable accommodation, CCHCS will provide assistive services (i.e., sign-language interpretation, real-time captioning, note takers, audio cassette, etc.). To request such services or copies of written materials in an alternate format, please contact the Bid Representative listed in Section 1.5 no later than November 5, 2013, to arrange for reasonable accommodations.

NOTE: The range of assistive services available may be limited if requestors cannot allow ten (10) or more State working days prior to the date the alternate format material is needed.

### **2.7 Request for Inclusion on the Mailing List**

CCHCS recognizes that all parties who receive and/or download this RFP may not remain interested in receiving continuous updates and change notices concerning this RFP. Additionally, CCHCS is highly interested in reducing the high printing and mailing costs associated with the distribution of RFP Addenda to all persons on CCHCS' initial Proposer's list and/ those persons who downloaded this RFP from [http://www.cphcs.ca.gov/project\\_rfp.aspx](http://www.cphcs.ca.gov/project_rfp.aspx) and [www.BidSync.com](http://www.BidSync.com).

To obtain timely RFP Addenda, submit a letter for a Request for Inclusion to be on the RFP Mailing List form. CCHCS Medical Contracts will continue to accept a Request for Inclusion up to the proposal submission due date. It is incumbent upon any prospective Proposer that has not submitted a Request for Inclusion on the RFP Mailing List form, but intends to submit a proposal, to monitor the following website for any RFP Addenda and/or other updates to the RFP: [http://www.cphcs.ca.gov/project\\_rfp.aspx](http://www.cphcs.ca.gov/project_rfp.aspx) and [www.BidSync.com](http://www.BidSync.com). Any interested party may also contact Medical Contracts Help Desk at (916) 691-0698 to request any RFP Addenda and/or other updates to the RFP.

## **2.8 Limitation of State Liability**

It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.

## **2.9 Funding Reductions in Subsequent Budget Years**

If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

### **Exhibit 2.1 – Competitive Bidding and Proposal Responsiveness**

Competitive bidding is not defined in any single statute but is more in the nature of a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

1. The RFP must provide a basis for full and fair competitive bidding among Bidders on a common standard, free of restrictions that would tend to stifle competition.
2. The State may modify the RFP, prior to the date fixed for Contract Award, by issuance of an addendum to all parties who are Bidders.
3. To be considered a valid proposal, the proposal must respond and conform to the invitation, including all the documents, which are incorporated therein. A proposal which does not literally comply may be rejected.
4. In order for a bid to be rejected for a deviation, the deviation must be deemed to be of a material nature.
5. State agencies have the express or implied right to reject any and all proposals in the best interests of the State. Proposals cannot, however, be selectively rejected without cause.
6. Proposals cannot be changed after the time designated for receipt and opening thereof. No negotiation as to the scope of the work, amount to be paid or contractual terms is permitted. However, this does not preclude the State from clarifying the Bidder's intent by asking questions and considering the answers.
7. A competitive proposal, once opened, is in the nature of an irrevocable option and a contract right of which the public agency cannot be deprived without its consent, unless the requirements for rescission are present. All proposals become public documents.
8. Proposals cannot be accepted "in part" unless the invitation specifically permits such an award.
9. Contracts entered into through the competitive bidding process cannot later be amended, unless the RFP includes a provision, to be incorporated in the contract awarded, providing for such amendment.

The State has received a number of proposals in the past which were deemed to be non-responsive to the requirements of a RFP or which could not be considered as valid proposals

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within the competitive bidding procedures. Non-responsive proposals or proposals which contain qualification statements or conditions must be rejected. Many of the causes for rejection arise from either an incomplete understanding of the competitive bidding process or administrative oversight on the part of the Bidders. The following examples are illustrative of more common causes for rejection of proposals. These examples are listed solely to assist potential Bidders in submission of responsive proposals and should not be considered an exhaustive list of reasons for rejection.

1. A proposal stated, "The prices stated within are for your information only and are subject to change."
2. A proposal stated, "This proposal shall expire ninety (90) days from this date unless extended in writing by the \_\_\_\_\_ Company." (In this instance award was scheduled to be approximately ninety (90) days after the proposal submittal date.)
3. A proposal for services contained plans of a duration shorter than that which had been requested in the RFP.
4. A Proposal stated, "\_\_\_\_\_, in its judgment, believes that the schedules set by the State/CCHCS are extremely optimistic and probably unobtainable. Nevertheless, \_\_\_\_\_ will exercise its best efforts...."
5. A proposal stated, "This proposal is not intended to be of a contractual nature."
6. A proposal contained the notation "prices are subject to change without notice."
7. A proposal was delivered to the wrong office.
8. A proposal was delivered after the date and time specified in the RFP.
9. A proposal was submitted with the cost data contained in two separate sealed envelopes when the RFP required only one sealed envelope with both narrative and cost proposals.

### **3. BUSINESS AND QUALIFICATION REQUIREMENTS**

#### **3.1 Minimum Business Requirements**

Before the contract is signed, you must provide the State of California business license (and a Contractor License if required). If the State of California has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the CCHCS Medical Contracts. All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Contractor and not charged to the CCHCS. [See Standard Contractor Certification Clauses (Attachment 4) and Section 5.5 in the RFP titled "Certification to do business in the State of California" for additional information.]

#### **3.2 Qualification Requirements**

Failure to meet the following requirements by the proposal submission deadline will be grounds for CCHCS to deem a Proposer non-responsive. Evaluators may choose not to thoroughly review or score proposals that fail to meet these requirements. In submitting a proposal, each Proposer must certify and prove that it possesses the following qualification requirements.

### 3.2.1 Experience Requirements

The Proposer must have at least two (2) years of experience of the type(s) listed below. All experience must have occurred within the past five years. It is possible to obtain the experience types listed below during the same time period. See Exhibit A, Scope of Work, for additional information.

Proposers must:

- a. Have a minimum of two (2) years experience providing dialysis services at least within the last five (5) years. Contractor must currently be a dialysis clinic within the state of California and licensed by the California Department of Public Health (CDPH). Contractor must provide CCHCS with proof of the required experience by submitting three (3) letters of reference. The letters of reference must contain sufficient information (i.e., specific times and locations where the Contractor was observed while providing dialysis services) in order to verify contractor/subcontractor's experience. Subcontractors must have a minimum of two (2) years experience providing dialysis services. Any and all subcontract(s) must comply with the requirements of the Business and Professions Code. All proposed subcontracts shall be submitted to CCHCS for review and approval. No subcontractor shall perform any services for the Contractor pursuant to this Agreement without the express prior approval of CCHCS. CCHCS reserves the right to reject any subcontract and subcontractor not meeting the requirements of this section or where it appears that the subcontract restricts the ability of any physician, providing services to the Institution pursuant to the Agreement, from exercising independent medical judgment.
- b. Provide Hemodialysis services by a **Certified Hemodialysis Technicians** who shall be responsible for providing the dialysis treatment according to Title 22 and Medicare Conditions for Coverage requirements. They must have qualifications and perform in accordance with CMS Conditions for Coverage dated 4/15/2008. The Certified Hemodialysis technicians must also be licensed in California and hold National Certification concurrently per Conditions of Coverage dated 4/15/2008. The Certified Hemodialysis technicians will work under the direct supervision of a dialysis trained Registered Nurse (RN) and CDCR's Board Certified Nephrologist (licensed physician) who oversees the on-site dialysis facility. (The Nephrologist will work with the CCHCS CEO, CME or designee for all the dialysis contract units and oversee the dialysis program to ensure quality care for all dialysis patients. The CCHCS CEO or designee will be the administrative director for all of the dialysis contract units and in collaboration with the CDCR Nephrologist will oversee the day-to-day operation of the dialysis treatment units).
- c. Provide a Contract Dialysis Administrator/Manager/Clinical Coordinator to provide oversight of day to day issues in the dialysis unit such as staffing, care planning, conducting Quality assessment and improvement meetings. Review lab data to assure patients are receiving optimum care; conduct dialysis Governing Body meetings at least yearly and as needed; monitor water and dialysate culturing and testing is done per CMS guidelines; address any problematic areas and collaborate with the CCHCS CEO, CME or designee to assure communication between contractor and CDCR is most favorable; intermittently survey unit to assure staff are following contractor's policies and procedures; ensure all staff remains credentialed and receives appropriate continuing education and yearly laboratory work; oversee the Bone Mineral Metabolism and Anemia Management programs; assure ten percent (10%) of charts are audited each month to ensure accurate, efficient, and CMS compliant documentation; assist CDCR in processing appeals for dialysis patients by supplying supporting evidence, lab work etc.;

and assure required evaluations necessary to consider patients for renal transplantation are completed in a timely manner. Contract Dialysis Administrator/Clinical Coordinator must have at least twelve (12) months in nursing with an additional six (6) months experience in providing nursing care to patients on maintenance dialysis.

- d. Provide a Registered Nurse (with at least 6 months dialysis experience) to be on-site at all times to provide direct supervision to licensed nurses or certified technicians when dialysis services are provided. All registered nurse positions including Facility Administrator, Charge Nurse and Floor Nurse will meet and perform according to CMS Conditions for Coverage Sec. 494.140.
- e. Provide a Licensed Clinical Social Worker (LCSW) to provide weekly counseling with all dialysis patients. At a frequency that meets or exceeds CMS Medicare guidelines these contacts must include a plan of care, transplant screening, counseling and crisis intervention to facilitate optimal social and mental health for the dialysis patients. LCSW shall have qualifications and perform in accordance with CMS Conditions of Coverage dated 4/15/2008. The LCSW will also be responsible for assuring all patients preparing to parole have all information necessary to receive treatment in the area to which they are paroling. If no chronic facility has accepted the patient the LCSW will assure patient has all information necessary with him to report to the nearest county hospital for treatment. The LSCW will also coordinate completion of renal transplantation documents for appropriately selected dialysis candidates. The Licensed Clinical Social Worker must have two (2) years as a social worker, one (1) of which is in dialysis or transplantation program.
- f. Provide a Registered Dietician to provide an initial dietary assessment, counseling and education of all new dialysis patient/patients with follow-up assessments in accordance with CMS Conditions for Coverage for ESRD services dated 4/15/2008. Counsel all patients at a frequency that meets Medicare criteria (preferably on a weekly basis). The Registered Dietician will have qualifications and perform in accordance with CMS Conditions for Coverage dated 4/15/2008. The Registered Dietician must have a minimum of one (1) year professional work experience in clinical nutrition as a registered dietician.

### **3.2.2 Compliance with Contract Terms and Conditions**

Proposers must certify they have read and are willing to comply with all proposed terms and conditions addressed in the RFP section entitled, "Contract Terms and Conditions," including the terms appearing in the referenced contract exhibits. The Contractor is responsible for ensuring that all services are to be performed in compliance with all laws and regulations, including California Code of Regulations (CCR) Title 22, pertaining to dialysis treatments of any infectious diseases are fully adhered to in order to insure that all precautions and safeguards are taken.

### **3.3 Entity Documents**

#### **3.3.1 Proof of Corporate Status**

If the Proposer is a Corporation, the Proposer must submit either a copy of the proposing firm's most current Certificate of Status issued by the State of California, Office of the Secretary of State or submit a downloaded copy of the proposing firm's on-line status information from the California Business Portal website of California's Office of the Secretary of State. Include an explanation if this documentation cannot be submitted. Unless otherwise specified, do not submit copies of the proposing firm's Bylaws or Articles of Incorporation. Corporations must

certify they are in good standing and qualified to conduct business in California. See Contractor's Certification Clauses (Attachment 4) and Section 5 in the RFP titled "Corporate Qualifications to do business in California."

### **3.3.2 Proof of Nonprofit Status**

Nonprofit organizations must prove they are legally eligible to claim "nonprofit" and/or tax-exempt status by submitting a copy of an Internal Revenue Service determination letter indicating nonprofit or 501 (3) (c) tax-exempt status. Submit an explanation if this documentation cannot be supplied.

### **3.3.3 An Organization Chart**

The organizational chart must show the lines of authority and reporting relationships within the Proposer's organization including the relationship between management and subcontractors and/or independent contractors, if any. Refer to Section 8.1.3.f.3 in this RFP as to how to submit the organizational chart in the response to this proposal.

### **3.3.4 Financial Statements**

Proposers must certify they are financially stable and solvent and have adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State. Proposers must submit copies of independently audited financial statements for the past twenty-four (24) month period with all noted audit exceptions explained. CCHCS will accept audited financial statements prepared by a Proposer's financial accounting department, accounting firm or auditing firm. A statement signed by a Proposer's Chief Financial Officer certifying that the financial statements are accurate and complete must accompany all financial statements.

### **3.3.5 Staff Resumes**

To the extent possible, resumes should not exceed two (2) pages in length per person and should not include personal information such as social security number, home address, home telephone number, home e-mail address, marital status, sex, birth date, age, etc.

### **3.3.6 Subcontractor/Contractor Resumes**

Contractor must submit a resume for each pre-identified subcontractor or independent contractor, if any. To the extent possible, resumes should not exceed two (2) pages in length per person and should not include personal information such as social security number, home address, home telephone number, home e-mail address, marital status, sex, birth date, age, etc.

### **3.3.7 Subcontractor/Contractor Letters of Agreement**

For each pre-identified subcontractor and independent contractor that will be used to perform services under the resulting contract, the Contractor must submit a letter of agreement to work on the contract.

A letter of agreement must be signed by an official representative of each subcontracted firm or independent contractor, indicating his or her acknowledgement of being named as a subcontractor or contractor, their availability to work on this contract and acknowledgement that they have read or been made aware of the proposed contract terms, conditions and exhibits. Include an explanation if a letter of agreement cannot be obtained from each pre-identified subcontractor and contractor and indicate when a letter of agreement will be forthcoming.

### **3.3.8 Conflict of Interest**

Any firm that intends to submit a proposal is required to submit Conflict of Interest Compliance Certificate. [See Attachment 12 and Exhibit D for additional information.]

### **3.3.9 Past Business Practice**

Proposers must have a past record of sound business integrity and a history of being responsive to past contractual obligations.

## **4. SPECIFICATIONS AND SCOPE OF WORK**

### **4.1 Specifications**

#### **A. Permits**

All necessary permits required to perform work must be supplied by the Contractor at no additional cost to the CCHCS.

#### **B. Contract Term**

The contract shall be for the period of February 1, 2014 through January 31, 2018. CCHCS will have the option of extending this contract, for up to two (2) one- (1-) year extensions, through January 31, 2020. Such extensions shall not require a formal contract amendment and will automatically go into effect January 1, of the following year unless CCHCS provides advance notice of the intention to not extend the contract term. The Contractor may also provide a notice to not extend, but must provide such notice at least ninety (90) days prior to the scheduled contract term end date. The preceding sentence does not constitute a right for Contractor to unilaterally terminate the contract.

#### **C. Contractor's Dialysis Equipment Report**

The CCHCS requires that the Contractor provide a report to the CDCR Designee of all dialysis treatment equipment, including RO equipment to be installed at SQ, that are proposed for purchase in accordance with the Contractor's bid. CCHCS reserves the right to deny payment for any equipment installed at SQ that is not described in the Contractor's bid submitted in response to this RFP. The Contractor's equipment report must reflect all on-site dialysis treatment equipment installed at SQ including date of purchase and fair market value at the time of purchase. CCHCS will have the option to purchase any or all of the dialysis equipment installed by the Contractor at SQ including the RO equipment at fair market value based upon manufacturing industry sales at an amount mutually agreed upon by CCHCS and the Contractor.

#### **D. Cancellation of Dialysis Equipment**

The CCHCS CEO of Clinical Services or designee may cancel any purchase of dialysis treatment equipment, equipment maintenance, staff, and/or dialysis services order before delivery without penalty or charge.

#### **E. Invoicing and Payment**

For services satisfactorily rendered and upon receipt and approval of contractor's invoices, the following paragraph shall apply:

##### **1. Prohibition on Advance Payments**

The CCHCS does not accept requests for early payment, down payment or partial payment. For the purposes of this RFP, maintenance agreements shall be included in the pricing for dialysis treatment services, equipment, staff and supplies given to the Institution for dialysis treatment services.

## **2. Rates and Prices**

Pricing shall be prepared using Exhibit B-1 and with the following terms. No CDCR/CCHCS employee may accept a rate increase request on behalf of the CCHCS. Any invoice that is sent to the CCHCS with pricing above that specified by the CCHCS in writing within the awarded contract shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing and the CCHCS may seek reimbursement of the overpayment or may withhold such overpayment from future invoices. See Section 7, Cost Proposal, in this RFP for information on the submission of costs.

### **4.2 Scope of Work**

Refer to Exhibit A

## **5. ADMINISTRATIVE REQUIREMENTS**

In addition to meeting the requirements in Section 4, Bidders must adhere to all mandatory administrative requirements of this Request for Proposal CCHCS RFP #13-00024 to be responsive. This section provides the Administrative Requirements that ensure Bidders have the resources, experience and certifications required to complete this Contract successfully. The section also describes bidding preference programs.

### **5.1 Cover Letter**

Bidder's proposal must contain a Cover Letter (Attachment 1) signed by an individual who is authorized to bind the Bidder's firm contractually, indicating the title and position that person holds in the firm, and including a statement that the Bidder commits to fulfilling all the requirements of CCHCS RFP #13-00024. Refer to Section 2, Rules Governing Competition, and Section 8, Proposal and Bid Format, for additional instructions regarding Signature of Proposal.

### **5.2 Letter of Intent to Bid**

The Letter of Intent to Bid will be one of the methods used to identify Bidders who want to participate in the RFP steps and receive information during the bid process. The Letter of Intent to Bid shall conform to the specifications in Section 2, Rules Governing Competition, Paragraph 2.2.3, Bidder's Intention to Submit a Proposal. A sample can be found in Section 5, Administrative Requirements, Exhibit 5.1, Letter of Intent to Bid. The Letter of Intent to Bid is a voluntary requirement.

### **5.3 Bidder's Responsibility**

Prior to award of the Contract, the State must be assured that the Bidder selected has all of the resources to perform under the Contract successfully. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity and experience in similar endeavors. To provide these assurances the Bidder must submit the items defined in this RFP, Administrative Requirements (Section 5), Submittal Checklist (Section 6.2) and Proposal and Bid Format (Section 8). Bidders are admonished to read every section in the RFP and submit all Attachments as specified in the Table of Contents and RFP Sections 5, 6, 8 and 10 prior to bidding on this RFP as there will be no negotiation of terms or conditions to the contractual language after proposals are submitted.

If, during the evaluation process, the State is unable to assure itself of a Bidder's ability to perform under the Contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted five (5) business days to submit the information requested.

### **5.4 Insurance Requirements (Worker's Compensation)**

The Bidder must maintain in force (as required by State law) a valid Worker Compensation Insurance Policy issued by the State Compensation Insurance Fund or approved broker for all employees engaged in the performance of the Contract and agrees to furnish the State satisfactory evidence thereof at the time of Proposal submittal and at any time during the term of the Contract the State may so request. See Exhibit D, section 30 and the State Compensation Insurance Fund's website at [www.statefundca.com](http://www.statefundca.com) for additional information.

### **5.5 Certification to Do Business in the State**

If the Proposer is a Corporation, the Proposer must submit either a copy of the proposing firm's most current Certificate of Status issued by the State of California, Office of the Secretary of State or submit a downloaded copy of the proposing firm's on-line status information from the California Business Portal website of California's Office of the Secretary of State. Include an explanation if this documentation cannot be submitted. Unless otherwise specified, do not submit copies of the proposing firm's Bylaws or Articles of Incorporation. Corporations must certify they are in good standing and qualified to conduct business in California. See Contractor's Certification Clauses (Attachment 4) and Section 3 in the RFP titled "Proof of Corporate Status." A Proposal may be considered non-responsive and will be rejected by the State if it does not contain a copy of the certification of the above information or if the information is later proven false.

### **5.6 Payee Data Record**

The Bidder's Proposal submission must contain a fully executed copy of the Payee Data Record Form Std. 204. See Attachment 5.

### **5.7 Confidentiality of Information**

To preserve the integrity of the security measures integrated into the State's automated information systems, the Bidder agrees that an authorized representative and/or corporate officer of all contractors and subcontractors participating in this project must submit a signed copy of the Confidentiality Statement, a sample of which is provided in Section 5, Administrative Requirements, Exhibit 5.2, prior to working on this Project. Under no circumstances shall the Bidder use, publish, sell or otherwise disclose to any third party the contents of any records, data, or reports derived from data submitted for processing without the prior authorization and consent of the State in writing. See Exhibit D, section 40 and 41 for additional information.

### **5.8 Subcontractors**

The Prime Contractor, upon Award of Contract, must notify subcontractors of their participation in the Contract. In addition, the Bidder shall, at the CCHCS' request, provide written verification from any or all subcontractors of their participation and solicit any additional information that may be deemed necessary to complete the bid evaluation process. A subcontractor is any person, partnership or company not in the employment of or owned by the Contractor that will be performing services or providing goods under the Contract. Utilities, telephone and facility property managers are not considered subcontractors. The Bidder shall specify which subcontractors will be used. The Bidder shall include in its proposal, background information about any known subcontractor that will be providing material or services required by the RFP. This shall include project organizational charts that clearly specify the roles and responsibilities of each subcontractor and the qualifications of each subcontractor to provide designated services, equipment, software and supplies under the contract. At a minimum, the Bidder shall include the following information in its Proposal for each subcontractor:

1. Subcontractor name and address, corporate/company director name, position in the company, phone, Fax, Email address and primary contact name.
2. Each specific service(s) the subcontractor shall be performing, citing the specific RFP Section(s) and Paragraph(s).
3. Description of the company's relevant subcontractor qualifications, capabilities and resources.
4. A commitment to establish and execute a contingency plan should the proposed subcontractor fail to perform.
5. A commitment to assure subcontractor compliance with the security and confidentiality requirements set forth in this RFP.

6. The portions and monetary percentages of the work to be done by the subcontractors.
7. How the subcontractors were selected and why.
8. Resumes of each major subcontract participant must be included in the appendix. Must include a description of how subcontracted work will be controlled, monitored, and evaluated [See Attachment 10 and Exhibit D, section 12.]

### **5.9 Disabled Veteran Business Enterprise Participation Program**

This RFP is exempt from DVBE requirements; however, the State is committed to achieving legislatively established goals for the participation of DVBEs in all state contracting and seeks to use certified DVBE business whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs, including yourself, that will be used in the performance of this Agreement. A CDCR 1786 (DVBE Participation in Exempt Contracts) is enclosed to assist you in reporting certified DVBE participation levels. See Attachment 13 and Exhibit D, section 26.

### **5.10 Bidding Preferences**

Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance to statutory, regulatory and contractual requirements. The State will take appropriate corrective action to apply sanctions as necessary to enforce preference programs.

### **5.11 General and Special Terms and Conditions and Additional Provisions**

See other administrative requirements as outlined in General (Exhibit C) and Special (Exhibit D) Terms and Conditions and Additional Provisions, which shall be considered part of the contract.

### **5.12 Darfur Contracting Act**

Pursuant to the Darfur Contracting Act of 2008 (California Public Contract Code section 10475 et. seq.), Proposers must certify their status as “scrutinized” company and their eligibility to submit a proposal response. A “scrutinized” company is defined in Public Contract Code section 10476.

### **5.13 Iran Contracting Act**

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 through 2208 are “the Act”), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. The Act requires that DGS establish and periodically update a list of ineligible vendors.

Also, pursuant to the Act, financial Institutions are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the financial Institution extends credit, as defined in the Act, to a business identified on the DGS list of ineligible vendors that will use the credit to provide goods or services in the energy sector in Iran.

Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a vendor must certify that it is not on the [list of ineligible vendors](#) prohibited from doing business with the State of California. Also financial Institutions must certify that they are not extending credit to an ineligible vendor as described in the Act. The Act provides exceptions to the certification requirement, see PCC sections 2203(c) and (d) for additional information regarding the exceptions. *All bidders must submit a completed OBS 1502 verifying status, with their bid proposal. Detailed certification requirements appear in Attachment 8.*

**EXHIBIT 5.1 – NON-BINDING LETTER OF INTENT TO BID**

Date:

Sabrina M. Johnson, Bid Representative  
Healthcare Provider Network Section  
Medical Contracts Branch  
California Correctional Health Care Services  
P.O. Box 588500  
Elk Grove, CA 95758  
References: **CCHCS RFP #13-00024**

Dear Ms. Johnson:

This is to inform you that it is our present intent to do the following regarding the above referenced RFP (Bidder shall specify):

- We intend to submit a proposal
- We intend to submit a proposal, but we have one or more problems with the RFP requirements for reasons stated in an attachment to this letter.
- We do not intend to submit a proposal for reasons stated in an attachment to this letter.
- We do not intend to submit a proposal.

If we intend to submit a proposal, the individual to whom all further information regarding this RFP should be transmitted is:

**Name and Title:**

**Address:**

**City, State & Zip:**

**Phone Number: Fax Number:**

**Email Address:**

We are enclosing with this letter, as requested, the following completed documents:

Signed Confidentiality Statement (Section 5, Exhibit 5.2)

Sincerely,

---

Signature Date

---

Printed Name and Title

---

Company

---

Phone Fax

**EXHIBIT 5.2 – CONFIDENTIALITY FORM**

As an authorized representative and/or corporate officer of the company named below, or a subcontractor participating in this project, I warrant my company and its employees will exercise a reasonable degree of care not to disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to **CCHCS RFP #13-00024** and marked as confidential. I warrant that only those employees who are authorized and required to use such materials for the purpose of responding to **CCHCS RFP #13-00024** will have access to them. If it is necessary for subcontractors, affiliates or other related entities to view any marked confidential documents for the purpose of responding to **CCHCS RFP #13-00024**, I warrant that they will not have access to any marked confidential documents until they have signed this Confidentiality Statement and submitted it to the State.

I further warrant that all materials provided by the State and marked as confidential will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to so comply may subject this company to liability, both criminal and civil, including all damages to the State and third parties.

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Hand written Name of Representative

\_\_\_\_\_  
Typed/Hand written Title of Representative

\_\_\_\_\_  
Typed/Hand written Name of Company

## 6. MANDATORY SUBMITTALS

### 6.1 Legal Name

Many companies use a “Doing Business As” name or a nickname in their daily business. However, the CCHCS requires the legal name of your company, as it is legally registered with the California Secretary of State and reported on the STD. 204, Payee Data Record (Attachment 5). When preparing all forms below, be sure to use the proper company legal name. If the Proposer is a Corporation, the Proposer must submit either a copy of the proposing firm’s most current Certificate of Status issued by the State of California, Office of the Secretary of State or submit a downloaded copy of the proposing firm’s on-line status information from the California Business Portal website of California’s Office of the Secretary of State. For the State of California, see (<http://www.sos.ca.gov>). Individuals or entities doing business for profit under a name different from the owner(s) full legal name(s) must file a Fictitious Name Statement with the County Recorder-Clerk’s Office where the business will be conducted.

#### **Mandatory Submissions:**

Submit Proposal with the following format and attachments. Attach each form within your proposal:

1. **Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company.
2. **Minimum Qualifications:** Provide a single page that clearly lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The CCHCS is not obligated to check references or search other materials to make this decision.
3. **References:** Bidder must provide three (3) verifiable references that can provide knowledgeable information regarding the Contractor’s customer services within the last five (5) years as it pertains to delivery/set up and maintenance of on-site dialysis treatment services, equipment, staff, dialysis supplies, services and overall customer care and services.

### 6.2 Submittal Checklist

This checklist is for your convenience only. It does not need to be submitted with your proposal. This checklist summarizes each form that is required to complete and submit with your proposal package to the CCHCS.

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Cover Sheet	Mandatory	See Section 8.1.4.a, Proposal and Bid Format in the RFP and Attachment 1
Executive Summary	Mandatory	See Section 8.1.3.c, Proposal and Bid Format in the RFP
Legal Name	Mandatory	See Section 6.1 on Legal Name in the RFP
Minimum Qualifications	Mandatory	See Section 3, Business Requirements in the RFP and Scope of Work, Exhibit A.
3 Verifiable References	Mandatory	Identify three (3) clients serviced within the past two (2) to five (5) years that can confirm their satisfaction with the Proposer's services and confirm that the Proposer provided timely and effective services or deliverables. If possible, identify clients whose needs were similar in scope and nature to the services sought in this RFP. List the most recent first. Proposer must include the name of the firm, address (street address, city, state and zip code), e-mail address, phone and fax number for each reference.
Vendor Questionnaire	Mandatory	Completion of this form is self-explanatory.
Cost (Price) Sheets and Discount ( <b>sealed in separate envelope</b> )	Mandatory	Complete the Cost Proposal form. Include all estimated costs in your all inclusive rate proposal to provide dialysis equipment, supplies, staff and dialysis/ services over the entire contract term, including applicable annual rate adjustments attributable to merit increases, profit margins, and inflation or cost of living adjustments. See Section 7.0, Cost Proposal.
Payee Data Record (STD 204)	Mandatory	Complete and return this form.
Subcontractor/Contractor List	Mandatory	See section 8.1.G.4.1 and f on subcontractors/contractors' requirements in the RFP and Attachment 10
Darfur Contracting Act	Mandatory	Completion of this form is self-explanatory. [Attachment 7]
Iran Contracting Act	Mandatory	Completion of this form is self-explanatory. [Attachment 8]
City/County Business License	Mandatory	Completion of this form is self-explanatory.
Standard Contractor Certification Clauses	Mandatory	Complete and sign this form indicating a willingness and ability to comply with the Contractor Certification Clauses appearing in this Attachment. The attachment supplied in this solicitation represents only a portion of the contractor information in this document. [Attachment 4]
Copy of Commercial General Liability Insurance	Mandatory*	Completion of this form is self-explanatory.
Copy of Professional Liability Insurance	Mandatory*	Completion of this form is self-explanatory.
Copy of Worker's Compensation Insurance	Mandatory*	Completion of this form is self-explanatory.

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Letter of Intent	Voluntary	This is a non-binding Letter of Intent whose purpose is to assist CCHCS in determining the staffing needs for the Proposal evaluation process and to improve future procurements.
Request for On-Site Dialysis Tour at SQ	Mandatory**	See Section 1.6, Key Action Dates or visit <a href="http://www.cphcs.ca.gov/project_rfp.aspx">http://www.cphcs.ca.gov/project_rfp.aspx</a> and <a href="http://www.BidSync.com">www.BidSync.com</a> for date(s).
Statistical Data Form	Voluntary	Completion of this form is self-explanatory. [Attachment 3]
Request to be included on the Mailing List	Voluntary	This is a voluntary request form, which will allow CCHCS to continue to provide your firm with the automatic updates to this RFP
Confidentiality Form – Exhibit 5.2 in RFP	Mandatory	Completion of this form is self-explanatory.

\* Submittal of the Certificate of Insurance is mandatory upon award.

\*\*Only mandatory if interested in participating.

## 7. COST PROPOSAL

### 7.1 Costs for the Submission of Proposals

The CCHCS will not be liable for any costs incurred by the Bidder in the preparation and presentation of Proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Bidder's participation in demonstrations and the bidders' conference.

### 7.2 Bid Rate Sheet (Exhibit B-1)

**This is a mandatory submittal.** The CCHCS will reject proposals that do not enclose Rate Sheet, Exhibit B-1 that lists costs to provide dialysis equipment, supplies, staff and dialysis services over the entire contract term, including applicable annual rate adjustments attributable to merit increases, profit margins and inflation or cost of living adjustments. Bidders should refer to Exhibit A for contract requirements. Submit your proposal for On-Site Dialysis at San Quentin State Prison on Exhibit B-1, Rate Sheet. Bidders are also required to include a CD of the completed Rate Sheet (Exhibit B-1) along with the printed version when submitting their bid. Cost Proposal shall be submitted to CCHCS in a sealed envelope that in turn is placed in the package that contains the Narrative Proposal as provided in Section 8.1.2, Preparation.

### 7.3 Pricing

CCHCS seeks bids for an all-inclusive dialysis services rate, with rates based on the estimated number of patients receiving dialysis treatment per week by the cost per treatment. Items on the Bid Rate Sheet(s) shall be calculated for purposes of award. The estimated number of patients per week will be multiplied by the cost per treatment required for a total dialysis cost. In the event of an error in math, unit pricing will be considered the correct price and will be used.

### 7.4 Discounts

Any discounts for CDCR/CCHCS and/or for prompt payment discounts (see Exhibit B), shall be reviewed for acceptance and shall be included into the Vendor's response for purposes of documentation on the Rate Sheet, Exhibit B-1.

### 7.5 Certificate of Independent Price Determination

A. The Prospective Proposer Certifies that:

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1. The prices in this bid or proposal have been arrived at independently without any consultation, communication or agreement with any other Proposer or competitor for the purpose of restricting competition relating to:
    - a. The prices or costs offered,
    - b. The intention to submit a bid or proposal,
    - c. The methods or factors used to calculate the costs or prices offered.
  2. The prices in this bid or proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before the bid/cost proposal opening date or date of contract award posting, unless otherwise required by law.
  3. No attempt has been made or will be made by the Proposer to induce any other firm or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- B. Each signature appearing on the documents contained in this bid package/proposal is considered to be a certification by the signatory that the signatory: Is the person in the Proposer's organization that is either responsible for determining the prices offered in this bid or proposal and/or is designated to complete the bid or proposal forms on behalf of the bidding firm and the signatory has not participated and will not participate in any action contrary to all subsections of a paragraph A.

## 8. PROPOSAL AND BID FORMAT

These instructions prescribe the mandatory proposal format and the approach for the development and presentation of the proposals. Format instructions must be followed, all requirements and questions in the RFP must be answered and all requested information must be supplied. Pricing information or cost data should be included with the Cost Proposal.

### 8.1 Proposal Requirements

The proposal must respond to all requirements. Each RFP requirement response in the proposal must reference the unique identifier for the requirement in the **RFP #13-00024 On-Site Dialysis (see Section 7.0 Cost Proposal, 8.1.2 Preparation)**. All pages in the proposal must be standard 8.5" x 11" paper, except charts, diagrams, etc., which may be foldouts. If foldouts are used, the folded size must fit within the 8.5" x 11" format. Each volume of the various proposal submissions must be provided separately in an appropriate sized binder. Double-sided printing is preferred. It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the Evaluation Team to easily locate all response descriptions and exhibits for each requirement of this RFP. Page numbers must be located in the same page position throughout the proposal.

Figures, tables, charts, etc. must be assigned index numbers and must be referenced by these numbers in the proposal text and in the proposal Table of Contents. Figures, etc., must be placed as close to text references as possible.

- **Cost Proposal shall be submitted to CCHCS in a sealed envelope that in turn is placed in a sealed package that contains the Narrative Proposal.**

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- If more than one envelope or package is submitted, carefully mark on the outside of each envelope or package “1 of X,” “2 of X,” etc.
- The following must be shown on each page of the proposal:
  - CCHCS RFP #13-00024 – On-Site Dialysis
  - Name of Bidder
  - Proposal volume number
  - Proposal part or exhibit number
  - Page number
- The proposal must be completely sealed in an opaque container. Five (5) mandatory printed copies with one (1) copy marked as the “Master copy” **must** be received by the time and dates identified in **Section 1.6, Key Action Dates**.

### 8.1.1 Assembly of Narrative Proposal

- All materials must be three hole punched and placed in a binder.
- Font must be not less than twelve (12) point, single line space, except in figures or graphics.
- Margins must be not less than one (1) inch.
- Pages must be numbered. CCHCS will not count in the total the following:
  - Graphic cover sheet
  - Cover letter
  - Table of Contents
  - Blank section dividers (tabs)
  - Explanations about legal actions, default termination or conflict of interest
  - Resumes or Curricula Vitae, which may be included in an appendix or attachment.
- Mail or deliver proposals to the Bid Representative listed in RFP Section 1.5.
- One (1) complete set of all required volumes must be clearly marked “**MASTERCOPY**.”
- One copy of the entire proposal (including cost offers), must be submitted on non-rewriteable Compact Disc (CD).
- All proposal submissions must be clearly labeled “CCHCS RFP #13-00024.”
- RFP responses shall be signed by an official authorized to legally bind the Vendor.
- All RFP attachments that require signature must be **signed in blue ink**. Signature stamps are not acceptable.
- The CCHCS will consider supplemental brochures and materials. Vendors are invited to attach any brochures or materials that will assist the CCHCS in its evaluation.

### 8.1.2 Preparation

Each firm or individual must submit only one proposal. For the purposes of this paragraph, “firm” includes a parent corporation. If a firm or individual submits more than one proposal, CCHCS will reject all proposals submitted by the firm or individual. A firm or individual proposing to act as a prime contractor may be named as a subcontractor in another Proposer’s proposal. Similarly, more than one Proposer may use the same subcontractors and/or independent contractors.

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. **Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.**

Before submitting the document, the Bidder must seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood and carefully proofread it for errors and adherence to the RFP requirements. Bidders must develop proposals by following all RFP instructions and clarifications issued by CCHCS in the form of question and answer notices, clarification notices, administrative bulletins or RFP addenda.

### **8.1.3 Content Requirements**

This section specifies the order and content of each proposal. Assemble the materials in each proposal set in the following order:

#### **a. Proposal Cover Page**

A person authorized to bind the Proposer must sign the Proposal Cover Page certifying that the information contained in the Proposal (including attachments) is true and correct (See Attachment 1). If the Proposer is a corporation, a person authorized by the Board of Directors to sign on behalf of the Board must sign the Proposal Cover Page.

#### **b. Table of Contents**

Properly identify each section and the contents therein. Paginate all items in each section with the exception of those items placed in the Forms Section and Appendix Section.

#### **c. Executive Summary Section**

This section must not exceed seven (7) pages in length. Evaluators may not review or evaluate excess pages. In preparing the Executive Summary, do not simply restate or paraphrase information in this RFP. Describe or demonstrate, in the Proposer's own words, the following information.

- 1) An understanding of CCHCS' needs and the importance of this project.
- 2) The tangible results that are expected to be achieved.
- 3) A sincere commitment to perform the scope of work in an efficient and timely manner.
- 4) A clear plan on how the company will implement and complete transitional activities within the specified deadlines provided in this RFP and Scope of Work (Exhibit A). Description shall include resources that will be used, details as to how each implementation/transition will occur without any disruption to dialysis treatment services to patients-patients and the agency's willingness to work with CCHCS and subsequent contractor(s) to ensure an effective and timely transitional process.
- 5) How this project will be effectively integrated into the proposing firm's current obligations and existing workload.
- 6) Why the proposing firm should be chosen to undertake this work at this time.

#### **d. Agency Capability Section**

1) Include a brief history of the proposing firm, including:

- a) Date of establishment. If applicable, explain any changes in business history or organizational structure that will assist CCHCS in determining the qualifications of the proposing firm.
- b) A description of the proposing firm's goals that are relevant, closely related or will complement this project.
- c) Proposers must list all previous relationships with CDCR/CCHCS' programs or initiatives for which dialysis treatment, services and/or consulting services were provided in the last five (5) years.
- d) A brief list of similar types of contracts that were successfully concluded, with a sample of such work, if applicable (i.e. reports, treatment care plans, etc.).
- e) A description of the lead personnel and anticipated supporting personnel to be assigned during performance (by classification or title) and their qualifications to perform the work.
- f) A detailed description of the agency's capability of implementing and completing the beginning and ending activities within the specified deadlines provided in this RFP and Scope of Work (Exhibit A). Description shall include resources that will be used, details as to how the implementation will occur at SQ.

2) Describe experience that qualifies the proposing firm to undertake this project. At a minimum, demonstrate the proposing firm possesses at least two (2) years of experience of the types listed in this section. All experience must have occurred within the past five (5) years. It is possible to attain the experience types listed below during the same time period with various engagements. It is also possible to attain the experience types listed below through a combination of engagements (i.e. not all the types of experience listed below need to be covered in a unique engagement).

Proposers must have experience in:

- a) Supplying dialysis treatment equipment, supplies and staff for the provision of on-site dialysis treatment services, preferably in a correctional environment setting or similarly situated environment.
- b) Providing dialysis services in compliance with the Business and Professions Code.
- c) Providing dialysis services to up to four (4) patients per day in at least four (4) to five (5) hour increments.
- d) Conducting dialysis treatment services to up to fifty (50) or more patients per month for at least two (2) years within the last five (5) year period.
- e) Providing proper documentation of each dialysis treatment, examination and physician's progress notes, nurses progress notes, nurse assessment, dietary progress notes, dietary assessments, psychosocial progress notes, psychosocial assessments and IDT Care Plans for each patient that is included in the patient's medical file and schedule, develop

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an agenda, invite attendees and take and disseminate meeting minutes and action items for a monthly Inter-disciplinary Treatment Team Meeting.

- 3) Briefly describe the accounts or work projects begun and/or completed in the past five (5) years that involved services similar in nature or closely related to the Scope of Work in this RFP. For each account or project listed, include the following information:
  - a) Name of agency and contact name from the entity for who services were performed;
  - b) Duration or length of the project;
  - c) Total cost or value of the project;
  - d) Indicate if the account or project is “active/open” or “closed/settled”; and
  - e) Describe briefly the type and nature of the services performed.
- 4) Briefly describe any experience that demonstrates the proposing firm’s ability to establish and maintain effective working relationships with government entities, medical provider groups and associations, community based organizations, and private nonprofit organizations.

**e. Work Plan Section**

1) Overview

- a) CHCS is interested in proposals that provide well-organized, comprehensive and technically sound business approaches. Vague explanations will undermine the proposing firm’s credibility and will result in reduced proposal scores.
- b) The Work Plan must include an in-depth discussion and description of the methods, approaches and step-by-step actions that will be carried out to fulfill all Scope of Work requirements.
- c) If the nature of a task or function hinders specific delineation of in-depth methods and procedures (e.g., a task is dependent upon a future action or multiple approaches may be used), explain the probable methods, approaches or procedures that will be used to accomplish the task or function. Also, describe, in this instance, how the proposing firm will propose the ultimate strategies and detailed plans to CCHCS for full consideration and approval before proceeding to carry out the project.

1. At a minimum, the Work Plan should address the following questions:

- a. What is your approach to implementing and maintaining clean and infection control practices of the facilities?
- b. What is the nature of patient/staff interactions?
- c. What is included in your start up times for dialysis treatment before the patient arrives to the site?
- d. How or do you prime the dialyzer and extracorporeal circuit?
- e. What pre-dialysis assessment activities of the patient do you perform before the actual treatment?
  - i. Patient.
  - ii. Dialysis equipment.

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- f. What steps/activities do you perform during the actual dialysis treatment?
  - i. On patient.
  - ii. On dialysis equipment.
- g. What steps/activities do you perform after the patient's dialysis treatment?
  - i. On patient.
  - ii. On equipment.
- h. What controls are placed to ensure all staff is adhering to the Occupational Safety and Health Administration (OSHA) requirements?
  - i. Staff protective clothing.
  - ii. Hand-washing.
  - iii. Cross-contamination prevention measures:
    - 1. Hepatitis B-infected patient versus regular patient care area.
    - 2. Clean supplies versus splash areas around sinks.
- i. What method do you use for the disposal of infectious/contaminated materials?
  - i. Waste containers for trash.
  - ii. Sharp boxes for needles.
- j. What precautions are taken for refrigerators and other storage areas?
  - i. Medications versus food?
  - ii. Are storage areas sanitized?
  - iii. Are clean supplies and waste kept together or separated?
- k. What controls are in place for dialysis water treatment?
  - i. Who starts the water system and tests the water including water composition tests, cultures of water, dialysate, RO, lal and endotoxins and how often this testing is done?
  - ii. How often do you test for chlorine/chloramines?
  - iii. What are the accepted limits?
  - iv. What do you do if you exceed those limits?
  - v. Do you ever put the water treatment system in by-pass?
- l. What controls are in place for hemodialysis fluids?
  - i. How do you test hemodialysis fluids and how often?
  - ii. How do you document your review and who does the documentation?
  - iii. What action is taken if chemical, bacterial and endotoxin analyses reveal levels of toxins above specified limits?
  - iv. Where do you document corrective action for results that are not within standards?
- m. Describe your approach to patient interaction.
  - i. Do you discuss with each patient what to do if something goes wrong (pain, headaches, bleeding from access site)?
  - ii. Are your dialysis treatment plans individualized? If yes what activities are performed to plan a treatment for each patient?
  - iii. What evidence can you provide that the care of your patients is truly interdisciplinary?
  - iv. How does the care plan reflect changes in patient's needs?
  - v. How do you work collaboratively with other health care professionals in the development of short and long-term care program for each patient?
- n. How do you measure and prescribe an "adequate" dialysis?
- o. How do you ensure you are meeting the nutritional needs of your patients?

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- p. Describe your approach to maintaining treatment records.
  - i. How do the daily treatment records note times on/off dialysis, pre-dialysis safety checks, vital signs monitoring during dialysis treatments, medication administration and notations of adverse reactions?
  - ii. Are laboratory results documented?
  - iii. Are your records prepared electronically or manually?
  - iv. How do your records show that someone has reviewed, analyzed and responded to the results of the laboratory reports?
  - v. Do the nursing or medical notes show that someone responded to the results of the laboratory reports?
  - vi. How will you address the continuity of dialysis care if the subsequent awarded contractor completes electronic medical records if you have a manual system or vice versa?
  - vii. How will you organize your medical files and process differently during the initial and final transitional period (from current contract to subsequent awarded contract)?
  - viii. What performance measures will you implement to ensure a smooth transitional process at the beginning and end of this Agreement?
- q. Describe how you will maintain a quality improvement program.
  - i. What aspects of care will you monitor to ensure quality improvement?
  - ii. What flags help you to detect deteriorating clinical status in the patients?
  - iii. How are unexplained changes all quality indicators including but not limited to albumin, Kt/V, PTH, Bone Mineral Metabolism laboratory tests, adequacy lab tests, nutritional lab tests, anemia management lab monitoring, blood/wound cultures, and immunology testing recorded and investigated?
- r. Describe how you will meet the minimum staffing requirements for a safe licensed dialysis unit as described in Exhibit A.
  - i. How will you maintain safe staffing patterns for sick calls, loss of staff, vacations, etc?
  - ii. How will you provide quick replacement of staff in these circumstances in order to maintain continuity of care?
  - iii. What are your requirements for ongoing staff training?
- s. How will you communicate key information in the above areas to the CCHCS Medical Designee?

## 2) Rejection of Tasks, Activities or Functions

If full funding does not become available, is reduced or CCHCS determines that it does not need all of the services described in this RFP, CCHCS reserves the right to offer an amended contract for reduced services.

## 3) Work Plan Content

- a) Briefly explain or describe the overall approach and/or methods that will be used to accomplish the scope of work.

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- b) Explain why the particular approaches and methods that are proposed were chosen (e.g., proven success or past effectiveness, etc.).
- c) If applicable, explain what is unique, creative, or innovative about the proposed approaches and/or methods.
- d) If any major complications or delays are envisioned at any stage of performance, describe those complications or delays and include a proposed strategy for overcoming those issues. Likewise, indicate if no major complications or delays are anticipated.
- e) If, for any reason, the Work Plan does not wholly address each Scope of Work requirement, fully explain each omission. Likewise, indicate if the Work Plan contains no omissions.
- f) Indicate the assumptions made in developing the Work Plan in response to CCHCS' Scope of Work. For each assumption listed, please explain the reasoning and/or rationale.
- g) Identify any additional Contractor and/or State responsibilities that were included in the Work Plan that are believed to be necessary to ensure successful performance, but were omitted from CCHCS' Scope of Work.
- h) Identify the specific tasks/activities and functions that will be performed and include the following in-depth information for each task/activity or function in the work plan:
  - i) Indicate who will have primary responsibility for performing each major task/activity or function. If known, identify the name and position title of all key personnel, subcontractors, and/or contractors that will perform the work. If the responsible party is unknown or not yet identified, identify a staff position title or project name/title and indicate "TBD" which is the abbreviation for "to be determined."
  - ii) Indicate the approximate dates if a task/activity or function will only occur in one fiscal period or year, indicate the beginning and ending month and year. If desirable, in addition to start and end dates, Proposers may use other terms such as start-up, on-going, continuous, take-over, turn-over, etc. to describe the performance time line. In doing so, Proposers must define the meaning of each unique term that is used.
  - iii) Explain/describe how the Proposer intends to measure or prove successful completion of each major task, function or activity. If applicable, identify the key events or outcomes that will signify completion or identify tangible items (deliverables) that will result at the conclusion of the various tasks/activities or functions.

**f. Management Plan Section**

- 1) Describe how the proposing firm will effectively coordinate, manage and monitor the efforts of the assigned staff, including subcontractors and/or contractors, if any, to ensure that all tasks, activities and functions are completed effectively and in a timely manner.

- 2) Describe the fiscal accounting processes and budgetary controls that will be employed to ensure the responsible use and management of contract funds and accurate invoicing.

Include at a minimum, a brief description of all of the following:

- a. Proposed billing or invoicing frequency (not more frequently than once per month).
  - b. Identify the documentation that will be retained on file or submitted to CCHCS upon request to prove, support, and/or substantiate the expenses that are invoiced to CCHCS. This is to include (at a minimum) monthly treatment log either manual or electronic that reflects testing, evaluation and laboratory services conducted as well as any other clinical services that received extra treatments and the justification.
- 3) **Include an organization chart.** Place the organization chart in the Appendix Section of the proposal.

#### **g. Project Personnel Section**

- 1) In this section, describe the proposed staffing plan. In the staffing plan, include at a minimum:
  - a) Position titles for all proposed employees (persons on the proposing firm's payroll).
  - b) Number of personnel in each position.
  - c) By position, indicate the full time equivalent (FTE) or percentage of staff time devoted to this project (e.g., full time = 1.0, 1/2 time = .50, 3/4 time = .75, 1/4 time = .25, projected number of hours, if hourly, etc.).
  - d) Include a job description or duty statement for each position title or classification that will perform work under this project. The job descriptions must indicate the typical tasks and responsibilities that will be assigned to the position and may include desired or required education and experience. **Place all job descriptions or duty statements at the end of the Project Personnel Section.**
  - e) Identify by name and/or position title, each key staff person that will have primary responsibility for managing, directing, overseeing and/or coordinating the work of assigned staff, subcontractors and/or independent contractors and who will maintain effective communications with CCHCS (i.e., Project or Program Manager, Project or Program Director, Contract Manager, etc.).
    - i. Briefly, describe each person's expertise, capabilities and credentials.
    - ii. Emphasize any relevant past experience in directing, overseeing, coordinating, or managing other government projects similar to this engagement.
  - f) Include a 1-2 page resume for each key staff person (professional, managerial or supervisory) that will exercise a major administrative, policy, or consulting role in carrying out the project work. **Place staff resumes in the**

**Appendix Section.** [To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.]

- 2) Briefly, describe the administrative policies or procedures that will be used to ensure that the proposing firm will recruit and select well-qualified, competent and experienced in-house staff, subcontractors and/or independent contractors.
  - a) If employee recruitment/selection policies or procedures are present in an operations manual, Proposers may cite excerpts from such manuals. Do not simply indicate that such policies exist and do not attach copies of any policies or manuals to the proposal. If deemed necessary, CCHCS may request copies of the Proposer's existing manuals or policies.
- 3) Briefly, describe the processes or procedures that will be used to ensure that vacancies are filled expeditiously and that services are continued despite the presence of vacancies.
- 4) If subcontractors (including independent contractors) will be used to perform contract services, Proposers must do the following at the time of proposal submission:
  - a) Indicate if the Proposer has pre-identified any firms/persons to perform the work or if the Proposer will recruit them later.
    - i. For each pre-identified subcontractor and independent contractor include:
      - A. Full legal name.
      - B. A job description or duty statement that outlines the duties and functional responsibilities that will be assigned to the subcontracted firm or independent contractor.
      - C. A brief explanation as to why the subcontracted firm or independent contractor was chosen. Stress details such as applicable skills, knowledge, capabilities, past experience or accomplishments, availability, reasonableness of rates, notoriety in a field or specialty, etc.
      - D. A one (1) to two (2) page resume for each pre-identified subcontractor and independent contractor. **Place all subcontractor and/or contractor resumes in the Appendix Section.** Resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.
      - E. A letter of agreement, signed by an official representative of each subcontractor or independent contractor. **Place all subcontractor and/or contractor letters of agreement in the Appendix Section.** Specific subcontractor and/or independent contractor relationships proposed in response to this RFP (i.e., identification of pre-identified subcontractors and independent contractors) shall not be changed during the procurement process or prior to contract execution. The pre-identification of a subcontractor or independent contractor does not

affect CCHCS' right to approve personnel or staffing selections or changes made after the contract award.

- ii. For subcontractors and/or independent contractors that cannot be identified when the proposal is submitted to CCHCS or are to be determined (TBD) after the contract is executed, include:
  - A. An identification of the functions, activities and responsibilities that will be assigned to each subcontractor and/or independent contractor.
  - B. A description of the process that will be used to obtain CCHCS' approval of each subcontractor and/or independent contractor selection along with approval of their budgeted costs and assigned responsibilities.

#### **h. <sup>2</sup>Cost Section**

1) **Basic Content:** The Cost Section will consist of the following documents:

- a) Cost Proposal Form (**Exhibit B-1**)
- b) Estimated number of patients

2) **General Instructions**

- a) The Cost Proposal Form must be typewritten or completed in ink. Errors, if any, should be crossed out and corrections should be printed in ink or typewritten adjacent to the error. The person who signs the Cost Proposal should initial all corrections preferably in blue ink.
- b) On the Cost Proposal Form, indicate the **all inclusive** fees to be received for each tier of services describing the estimated number of patients.
- c) When completing the Cost Proposal Form, include all estimated costs in your all inclusive rate proposal to perform the services described and produce the deliverables required. CCHCS will not reimburse the Contractor for any costs not included in the Cost Proposal represented in **Exhibit B-1, Rate Sheet**.

3) **Required Cost Data**

- a) In the Cost Section of the proposal, include any facts and information to explain the reasonableness and/or necessity of the proposed budgeted costs. Include, at the Proposer's option, any other information that will assist CCHCS to understand how the proposed costs were determined and why the proposed costs are reasonable, justified and/or competitive. Unless discussed elsewhere within this section, explain any unusually high or disproportionate cost elements appearing in any of the required deliverables.

#### **i. Appendix Section**

Complete, sign and include the forms/attachments listed below. When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. After completing and signing the applicable attachments, assemble them in the order shown below.

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<sup>2</sup> See section 8.1 Proposal Requirements in the RFP.

**1) Proof of Corporate Status**

- a) If the Proposer is a Corporation, submit **either** a copy of the proposing firm's most current Certificate of Status issued by State of California, Office of the Secretary of State **or** submit a downloaded copy of the proposing firm's on-line status information from the California Business Portal website of California's Office of the Secretary of State. Include an explanation if this documentation cannot be submitted. Unless otherwise specified, do not submit copies of the proposing firm's Bylaws or Articles of Incorporation.

**2) Proof of Nonprofit Status**

- a) Nonprofit organizations must prove they are legally eligible to claim "nonprofit" and/or tax-exempt status by submitting a copy of an Internal Revenue Service determination letter indicating nonprofit or 501 (c) (3) tax-exempt status. Submit an explanation if this documentation cannot be supplied.

**3) An Organization Chart**

- a) The organizational chart must show the lines of authority and reporting relationships within the Proposer's organization including the relationship between management and subcontractors and/or independent contractors, if any. See Section 8.1.3.f.3 Management Plan in the RFP for additional information.

**4) Staff Resumes**

- a) Resume specifications appear in the Project Personnel Section. To the extent possible, resumes should not exceed one to two pages in length per person and should not include personal information such as a social security number, home address, home telephone number, home email address, marital status, sex, birth date, age, etc. See Section 8.1.3.g in the RFP Project Personnel for additional information.

**5) Subcontractor/Contractor Resumes**

- a) Submit a resume for each pre-identified subcontractor or independent contractor, if any, as discussed in the Project Personnel Section. To the extent possible, resumes should not exceed one to two pages in length per person and should not include personal information such as a social security number, home address, home email address, marital status, sex, birth date, age, etc. See 8.1.3.g Project Personnel in the RFP for additional information.

**6) Subcontractor/Contractor Letters of Agreement**

- a) For each pre-identified subcontractor and independent contractor that will be used to perform services under the resulting contract, submit a letter of agreement to work on this project. A letter of agreement must be signed by an official representative of each subcontracted firm or independent contractor, indicating his or her acknowledgement of being named as a subcontractor or contractor, their availability to work on this project and

acknowledgement that they have read or been made aware of the proposed contract terms, conditions and exhibits. Include an explanation if a letter of agreement cannot be obtained from each pre-identified subcontractor and contractor and indicate when a letter of agreement will be forthcoming. See Section 8.1.3.g, Project Personnel in the RFP for additional information.

## 7) Conflict of Interest Compliance Certificate

- a) Any firm that intends to submit a proposal is required to submit **Attachment 12** certifying that the proposing firm:
  - i. Is not currently involved with or connected to any CDCR/CCHCS employee(s).
  - ii. Understands that the conflict of interest requirements shall remain in effect for the entire term of the resulting agreement.
- b) If a conflict of interest is determined to exist that cannot be resolved to the satisfaction of CCHCS before the award of the contract, the conflict will be grounds for deeming a proposal non-responsive.
- c) Proposers must assess their own situation according to the Conflict of Interest Compliance Certification information in **Attachment 12**. Complete, sign and attach any required documentation according to the instructions on the attachment. **Place Attachment 12 and any accompanying documentation in the Appendix Section of the proposal.**

## 8) Legal Action

- a) Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which respondent or any division, subsidiary or parent company of respondent, or any member, partner, etc., of respondent if respondent is a business entity other than a corporation, has been:
  - i. A debtor in bankruptcy;
  - ii. A defendant in legal action alleging deficient performance under a services contract or in violation of any statute related to professional standards or performance;
  - iii. A respondent in an administrative action for deficient performance on a project or in violation of a statute related to professional standards or performance;
  - iv. A defendant in any criminal action;
  - v. A principal of a performance or payment bond for which the surety has provided performance or compensation to an obligee of the bond; or
  - vi. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

## 9) Default Termination

- a) Disclosure of whether your company has defaulted in its performance on a contract in the last five years, which has led to the termination of a contract.

## **8.2 Submitted Proposal**

### **8.2.1 Submission of Proposal**

All copies of proposals must be under sealed cover which is to be plainly marked "Request for Proposal for **CCHCS RFP #13-00024.**" Proposals not received by the date and time specified in RFP Section 1.6, Key Action Dates, or not sealed, may be rejected. Bidders should arrange for the timely delivery of the proposal package(s) to the address specified in this RFP and not wait until shortly before the deadline to submit the proposal. As required in RFP Section 8, Proposal and Bid Format, the Cost Proposal, including all cost data (as identified in the RFP Section 7, Cost Instructions) must be placed in a sealed envelope, clearly marked "COST PROPOSAL for **CCHCS RFP #13-00024,**" and then submitted in the same sealed envelope as the Narrative Proposal. If the Cost Proposal and cost data are not submitted in this manner, the proposal may be rejected. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Proposal is not clearly marked "Master Copy," the CCHCS may reject the proposal.

**Proposals must be complete in all respects as required by Section 8.1, Proposal Requirements.** A Proposal may be rejected if it is conditional or incomplete or if it contains any alterations of form or other irregularities of any kind. A Proposal may be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. This section describes specific guidelines applicable to the submission of the Proposal to the RFP and is applicable if the Proposal is declared flawed by the Evaluation Team.

#### **8.2.1.1 Proposal Responsiveness**

Exhibit 2.1, Competitive Bidding and Proposal Responsiveness, emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of proposals. Bidders are encouraged to review this exhibit.

#### **8.2.1.2 False or Misleading Statements**

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Bidder may be rejected. If, in the sole opinion of the CCHCS, such information was intended to mislead the CCHCS in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the Proposal.

#### **8.2.1.3 Proposal Signature**

A cover letter (which shall be considered an integral part of the submission) shall be signed by an individual who is authorized to bind the bidding firm contractually (Attachment 1). The signature block must indicate the title or position that the individual holds in the firm. **An unsigned Proposal shall be rejected.**

#### **8.2.1.4 Delivery of Proposals**

The Proposal must be received no later than the date and time specified in the Key Action Dates in Section 1.6, Introduction and Overview. Mail or deliver proposals to the CCHCS Bid Representative listed in Section 1.5, Introduction and Overview. Delivery of proposals is done at the Bidder's own risk of untimely delivery, lost mail, etc. Proposals must be received in the number of copies stated in Section 8, Proposal and Bid Format.

One (1) copy must be clearly marked "Master Copy. All copies of proposals must be under sealed cover, which is to be plainly marked "PROPOSAL for **CCHCS RFP #13-00024.**"

**Proposals not received by the date and time in the Key Action Dates specified in Section 1.6, Introduction and Overview, shall be rejected.**

**Label and submit proposal using one of the following methods.**

**U.S. Mail, Hand Delivery or Overnight Express:**

**Hand Delivery**

CA Correctional Health Care Services

**Withdrawal and/or Resubmission of Proposal – RFP #13-00024– Dialysis Services**

8260 Longleaf Drive, Building D

Elk Grove, CA 95758

Attn: Sabrina Johnson, Medical Contracts

**Overnight** - Courier Services (GSO, Fed-Ex, UPS)

CA Correctional Health Care Services

**Withdrawal and/or Resubmission of Proposal – RFP #13-00024– Dialysis Services**

8260 Longleaf Drive, Building D

Elk Grove, CA 95758

Attn: Sabrina Johnson, Medical Contracts

**Mail Delivery**

**Withdrawal and/or Resubmission of Proposal – RFP #13-00024– Dialysis Services**

CA Correctional Health Care Services

P.O. Box 588500

Elk Grove, CA 95758

Attn: Sabrina Johnson, Medical Contracts

**8.2.1.5 Proof of Timely Receipt**

- a) Upon delivery of the Proposal to the Bid Representative, each Proposer will be issued a receipt indicating the date and time the proposal package/envelope was received. If a proposal envelope or package is hand delivered, CCHCS staff will give a bid receipt to the hand carrier upon request. If a proposal package envelope or package is mailed, CCHCS Medical Contracts staff will mail a receipt to the Proposer.
- b) CCHCS will deem late proposals non-responsive.

**8.2.1.6 Withdrawal and Resubmission/Modification of Proposals**

A Bidder may withdraw its Proposal at any time prior to the Proposal submission time specified in RFP Section 1.6, Key Action Dates, by submitting a written notification of withdrawal signed by the Bidder authorized in accordance with Section 8.2.1.3, Proposal Signature. The Bidder may thereafter submit a new or modified proposal prior to such proposal submission time. Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Section 8.4 Errors in Proposal.

**8.2.1.7 Changes in Proposals**

Prior to the proposal submittal closing date and time established for this RFP, a Bidder may make changes to its proposal provided the change is initialed and dated by the Vendor. No change to a proposal shall be made after the proposal closing date and time.

**8.2.1.8 Clarification of Proposal**

During the evaluation of the Proposal, the CCHCS Evaluation Team may ask the Bidder to clarify their submitted information but will not allow the Bidder to change their proposal.

### **8.2.1.9 Flawed Proposals**

As required in Section 8, Proposal and Bid Format, all cost data must be submitted in the same sealed envelope as the Cost Proposal. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy is the basis for resolving discrepancies.

### **8.2.1.10 Confidentiality**

The contents of all Proposals, including correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's Proposal will be held in confidence by the CCHCS, but only until the notice of intent to award has been issued. Even providing such Proposal is accepted for evaluation by the CCHCS; such markings in a Proposal will not keep that document, after notice of intent to award, from being released as part of the public record, unless a court of competent jurisdiction has ordered the CCHCS not to release the document. Any disclosure of State confidential information by the Bidder is a basis for rejecting the Bidder's proposal and ruling the Bidder ineligible to further participate. Maintaining the confidentiality of information that is designated as confidential by the CCHCS is paramount; it cannot be over emphasized.

## **8.3 Rejection of Proposals**

The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The CCHCS' waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded the contract.

### **8.3.1 General**

Proposals will be evaluated according to the procedures contained in the Section 9, Evaluation.

### **8.3.2 Evaluation Questions**

During the evaluation and selection process, the CCHCS may require a confidential Bidder's representative to answer specific questions and provide clarification, as long as the answers and clarification are in writing.

## **8.4. Errors in the Proposal**

An error in the Proposal may cause the rejection of that proposal; however, the CCHCS, in its sole discretion, may retain the proposal and make certain corrections. In determining if a correction will be made, the CCHCS will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. The CCHCS, in its sole discretion, may correct obvious clerical errors. The CCHCS, in its sole discretion, may correct discrepancy and arithmetic errors on the basis that, if intent is not clearly established by the complete proposal submittal, the Master Copy shall have priority over additional copies; the Proposal Master Copy narrative shall have priority over the cost sheets. If necessary, the extensions and summary will be recomputed from the lowest level of detail, even if the lowest level of detail is obviously misstated.

If a Bidder does not follow the instructions for computing costs not related to the contract (e.g., personnel costs), the CCHCS may reject the proposal, or in its sole discretion, re-compute such costs based on instructions contained in the RFP. The CCHCS may at its sole option correct errors of omission and, in the following three situations, the CCHCS will take the indicated actions if the Bidder's intent (as determined by the CCHCS) is not clearly established by the complete proposal submittal.

California Department of Corrections and Rehabilitation (CDCR)/  
California Correctional Health Care Services (CCHCS)  
Request for Proposal for On-Site Dialysis Services at San Quentin State Prison

1. If a service is described in the narrative and omitted from the cost data provided in the proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.
2. If a service is not mentioned at all in the proposal, the proposal will be interpreted to mean that the Bidder does not intend to perform that service.
3. If a service is omitted, and the omission is not discovered until after contract award, the Bidder shall be required to perform that service at no cost.

The determination of whether a service is minor or major will be at the discretion of the State. It is absolutely essential that Bidders carefully review the cost elements in their Proposal.

#### **8.4.1 Withdrawal and/or Resubmission of Proposals**

A Proposer may withdraw a proposal at any time before the proposal submission deadline:

- 1) Submit a written withdrawal request, signed by an authorized representative of the Proposer.

#### **8.4.2 CCHCS' Rights**

In addition to the rights discussed elsewhere in this RFP, CCHCS reserves the following rights:

##### **A. CCHCS' Corrections**

1. CCHCS reserves the right to do any of the following up to the proposal submission deadline:
  - Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
  - Issue clarification notices, addenda, alternative RFP instructions, forms, etc.
  - Waive any RFP requirement or instruction for all Proposers if CCHCS determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
  - Allow Proposers to submit questions about any RFP change, correction or addenda. If CCHCS allows such questions, specific instructions will appear in the cover letter accompanying the document.
2. If deemed necessary by CCHCS to remedy an RFP error or defect that is not detected in a timely manner, CCHCS may also issue correction notices or waive any unnecessary, erroneous or unreasonable RFP requirements or instruction after the proposal submission deadline.
3. If this RFP is clarified, corrected or modified, CCHCS will mail or e-mail written clarification notices and/or RFP addenda to all persons/firms to whom CCHCS sent this RFP.
4. If CCHCS decides, just before or on the proposal due date, to extend the submission deadline, CCHCS may choose to notify potential Proposers of the extension by addenda posted on [http://www.cphcs.ca.gov/project\\_rfp.aspx](http://www.cphcs.ca.gov/project_rfp.aspx) and [www.BidSync.com](http://www.BidSync.com), e-mail or by telephone. CCHCS will follow-up any verbal notice in writing by BidSync website, e-mail or by mail.

## **B. Collecting information from Proposers**

1. If deemed necessary, CCHCS may request a Proposer to submit additional documentation during or after the proposal review and evaluation process. CCHCS will advise the Proposer's orally, by e-mail or in writing of the documentation that is required and the time line for submitting the documentation. CCHCS will follow-up oral instructions in writing by e-mail or mail. Failure to submit the required documentation by the date and time indicated may cause CCHCS to deem a proposal non-responsive.
2. CCHCS, at its sole discretion, reserves the right to collect, by mail, e-mail, fax or other method; the following omitted documentation and/or additional information.
  - a. Signed copies of any form submitted without a signature.
  - b. Data or documentation omitted from any submitted RFP attachment/form.
  - c. Information/material needed to clarify or confirm certifications or claims made by a Proposer.
  - d. Information/material or form needed to correct or remedy an immaterial defect in a proposal.

## **C. Discretion to Consider Proposal as Draft**

If the State finds it necessary, the State may consider all proposals as being Draft Proposals and return the proposals to the bidders prior to opening of the cost proposals. The bidders will be notified of defects discovered in these submittals and will issue an addendum setting forth a date for submission of Final Proposals. THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEFECTS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE FINAL PROPOSAL IF SUCH DEFECTS ARE LATER FOUND

## **D. Immaterial proposal defects**

1. CCHCS may waive any immaterial defect in any proposal and allow the Proposer to remedy those defects. CCHCS reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.
2. CCHCS' waiver of an immaterial defect in a proposal shall in no way modify this RFP or excuse a Proposer from full compliance with all bid requirements.

## **E. Correction of clerical or mathematical errors**

1. CCHCS reserves the right, at its sole discretion, to overlook, correct or require a Proposer to remedy any obvious clerical or mathematical errors occurring in the narrative portion of a proposal, on a Cost Proposal form or on a Budget Detail Work Sheet.
2. If the correction of an error results in an increase or decrease on the total price, CCHCS shall give the Proposer the option to accept the corrected price or withdraw their proposal.
3. Proposers may be required to initial corrections to costs and dollar figures on the Cost Proposal – Rate Sheet (Exhibit B-1) if the correction results in an alteration of the annual costs or total costs offered.

4. If a mathematical error occurs in a total or extended price and a unit price is present, CCHCS will use the unit price to settle the discrepancy.

**F. Right to remedy errors**

CCHCS reserves the right to remedy errors caused by:

1. CCHCS office equipment malfunctions or negligence by agency staff; or
2. Natural disasters (i.e. floods, fires, earthquakes, etc.).

**G. No contract award or RFP cancellation**

The issuance of this RFP does not constitute a commitment by CCHCS to award a contract. CCHCS reserves the right to reject all proposals and to cancel this RFP if it is in the best interests of CCHCS to do so.

**H. Proposed use of subcontractors and/or independent contractors**

Specific subcontract relationships proposed in response to this RFP (i.e., identification of pre-identified subcontractors and independent contractors) shall not be changed during the bidding process or prior to contract execution. The pre-identification of a subcontractor or independent contractor does not affect CCHCS' right to approve personnel or staffing selections or changes made after the contract award.

**I. Staffing changes after contract award**

CCHCS reserves the right to approve or disapprove changes in key personnel that occur after CCHCS awards the contract.

**8.5 Do Not Mark Your Offer Form with Exceptions nor Add Alternative Boilerplate**

The CCHCS will reject proposals that CCHCS Medical Contracts finds to be taking material exception to specifications and of the contract. Therefore, be careful that you do not add information or mark-up forms in a manner that may appear to be a change or exception. Do not take exceptions, do not offer alternatives (unless the CCHCS specifically requests) and do not mark the proposal with changes to specifications or the contract. Don't attach your own boilerplate. Even a request to consider an exception or an attachment "for our information" could result in rejection of your proposal. This decision will be made in the sole discretion of the CCHCS Medical Contracts.

**8.6 Contract Terms and Conditions**

Bidders are to carefully review all specifications, requirements, Terms and Conditions (see Exhibits C and D), and insurance requirements. Submittal of a response is agreement to all Terms and Conditions. All specifications, requirements, terms and conditions are mandatory and all submittals should anticipate full compliance with no exceptions to these terms and conditions.

**8.7 Incorporation of RFP and Proposal in Contract**

This RFP and the Vendor's response, including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the CCHCS' contract with the Vendor.

**8.8 Elimination of Individual Line Items**

The CCHCS may eliminate an individual line item when calculating award, in order to best meet the needs of the CCHCS, if a particular line item is not routinely available or is a cost that exceeds the CCHCS' funds.

### **8.9 Effective Dates of Offer**

Offered prices in Proposal must remain valid for a minimum of six (6) months following issuance of the Notice of Intent to Award. Should any Bidder object to this condition, the Contractor must provide objection through a question and/or complaint to the CCHCS Medical Contracts prior to the proposal closing date.

### **8.10 Proprietary Proposal Material**

The CCHCS requests that companies refrain from requesting public disclosure of Bidders' responses and related information until an intention to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, the CCHCS shall continue to properly fulfill all public disclosure requests for such information as required by State Law. However, CCHCS will assert Government Code section 6255 as its basis for nondisclosure of any proposal materials prior to issuance of the notice of intent to award.

Bidders should understand that records (including but not limited to proposal or proposal submittals, the Agreement, and any other contract materials) they submit to the CCHCS become public records under California State law. (See Government Code sections 6250-6270.) Public records must be promptly disclosed upon request unless a statute exempts disclosure.

Bidders are obligated to separately bind and clearly mark as "proprietary" information any records in the Vendor's response they believe are exempted from disclosure. The body of the proposal may refer to these separately-bound records. Bidders should mark as "proprietary" only that information they believe legitimately fits within a public-disclosure exemption. The CCHCS may reject solicitation responses that are marked proprietary in their entirety.

If the CCHCS receives a public disclosure request for records that a Bidder has marked as "proprietary information," the CCHCS may notify the Vendor of this request and postpone disclosure briefly to allow the Vendor to petition the court for an appropriate order. However, this is a courtesy of the CCHCS and not an obligation.

The CCHCS has no obligation to assert an exemption from disclosure. If the Vendor believes that its records are exempt from disclosure, the Bidder is obligated to seek an injunction under State law. By submitting a response, the Bidder acknowledges this obligation; the Bidder also acknowledges that the CCHCS will have no obligation or liability to the Bidder if the records are disclosed.

### **8.11 Bidder's Responsibility to Examine Documents**

It is the Bidder's responsibility to examine all specifications and conditions thoroughly and comply fully with the specifications and all attached Terms and Conditions. Bidders must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Contractors as set forth in the State of California Statutes.

#### **8.11.1 Bidder's Responsibility to Provide Full Response**

It is the Bidder's responsibility to provide full and complete written proposals. No response should require interpretation or clarification by the CCHCS Medical Contracts. The Bidder is to provide all requested materials, forms and information. The Vendor is responsible to ensure the proposal and Cost Proposal properly and accurately reflect the Bidder's specifications and offering. The CCHCS does not, and will not, accept materials to supplement the proposal after the proposal deadline; however this does not limit the right of the CCHCS to consider additional

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materials that are obtained by the CCHCS such as clarifications from the Contractor as needed by the CCHCS regarding submitted references or past experiences.

### **8.12 Communications**

All Bidder communications concerning this RFP shall be directed to the Bid Representative:

Sabrina Johnson  
(916) 691-4144  
[Sabrina.Johnson2@cdcr.ca.gov](mailto:Sabrina.Johnson2@cdcr.ca.gov)

Communications via fax, except as expressly set forth elsewhere in the RFP, are not permitted.

#### **If delivered by the U.S. Postal Service, address to:**

Sabrina Johnson, Bid Representative  
Medical Contracts  
P.O. Box 588500  
Elk Grove, CA 95758

#### **If delivered by other than the U.S. Postal Service, address to:**

Sabrina Johnson, Bid Representative  
Medical Contracts  
8260 Longleaf Drive, Building D  
Elk Grove, CA 95758

Unless authorized by the Deputy Director, CCHCS Medical Contracts, no other CCHCS official or CCHCS employee is empowered to speak for the CCHCS with respect to this acquisition for clinical services. Any Contractor seeking to obtain information, clarification or interpretations from any other CCHCS official or CCHCS employee is advised that such material is used at the Vendor's own risk. The CCHCS will not be bound by any such information, clarification or interpretation.

Following the proposal deadline, Contractors shall direct communications to only the Bid Representative identified in Section 1.5 or designee. The Bid Representative or designee will send out information to responding companies as decisions are concluded.

### **8.13 Proposal Disposition**

All material submitted in response to this RFP shall become the property of the CCHCS upon delivery to the Bid Representative identified in Section 1.5.

### **8.14 Indemnification**

Contractor shall indemnify, defend, and save harmless the State, CDCR/CCHCS, and CDCR/CCHCS's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of any representation or warranty, covenant, or agreement of the Contractor contained in this Agreement. The State, CDCR/CCHCS and CDCR/CCHCS's officers, agents, and employees shall be responsible for their own acts and omissions. (see Exhibits C and D).

## 9. EVALUATION PROCESS

An Evaluation Committee (the “Committee”) will review the submitted proposals in accordance with submittal requirements and evaluation criteria set forth below and will recommend to CCHCS a short list of firms for further consideration. Upon acceptance of the short list, CCHCS may invite shortlisted firms to interview and present their solutions to the Committee. If CCHCS elects to conduct oral interviews, the entire proposed Key Staff of any short-listed teams must be available to participate in these interviews. The Committee will then make a final evaluation and submit its recommendation to the Receiver. The Receiver will make a final determination and authorize negotiations with one or more of the firms that have submitted their qualifications and whose responses are most advantageous to CCHCS.

**Specifications:** The CCHCS will evaluate each Bidder’s compliance with the specifications and other requirements prior to opening of the Cost Proposal and calculation of Contractors’ offered costs and rates. If any cost item is missing from a bidder Rate Sheet (Exhibit B-1), the CCHCS reserves the right to reject that Bid or to calculate and compare bids without that cost item considered.

A multiple stage evaluation process will be used to review and/or score narrative proposals. CCHCS shall reject any proposal that is deemed to be non-responsive, at any stage of evaluation.

A separate evaluation committee will be used for all stages during the evaluation and selection process. The evaluation committee is comprised of two (2) groups:

The **Compliance Review Committee (CRC)** consists of staff from the CCHCS Medical Contracts. This committee performs the preliminary and secondary compliance verifications and prepares the contract for signature and execution.

The **Evaluation Scoring Committee (ESC)** consists of CCHCS staff working in other areas of the Health Care Program. The ESC conducts the review and scoring of the proposals.

### Stage 1 – Required Attachment/Certification Checklist Review

- a. Shortly after the proposal submission deadline, CCHCS Medical Contracts staff will convene to review each proposal for timeliness, completeness and initial responsiveness to the RFP requirements. This is a pass/fail evaluation.
- b. In this review stage, CCHCS Medical Contracts staff will compare the contents of each proposal to the claims made by the Proposer on the Required Attachment/Certification Checklist to determine if the Proposer’s claims are accurate.
- c. If deemed necessary, CCHCS Medical Contracts staff may collect additional documentation (i.e., missing forms, missing data from RFP attachments, missing signatures, etc.) from a Proposer to confirm the claims made on the Required Attachment/Certification Checklist and to ensure that the proposal is initially responsive to the RFP requirements.
- d. If a Proposer’s claims on the Required Attachment/Certification Checklist cannot be proven or substantiated, the proposal will be deemed non-responsive and rejected from further consideration.

**Stage 2 – Narrative Proposal Evaluation/Scoring**

- a. Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Stage 1 review, will be submitted to the ESC.

The ESC will individually and/or as a team review, evaluate and numerically score proposals based on the proposal’s adequacy, thoroughness, and the degree to which it complies with the RFP requirements.

- b. The following scoring system will be used to assign points. Following this chart is a list of the considerations that ESC may take into account when assigning points to a technical proposal.

<b>Points</b>	<b>Interpretation</b>	<b>General basis for point assignment</b>
<b>1</b>	<b>Inadequate</b>	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet CDCR/CCHCS’ needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
<b>2</b>	<b>Barely Adequate</b>	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets CDCR/CCHCS’ needs/requirements or expectations. The omission(s), flaw(s) or defect(s) are consequential but are acceptable. The quality of the proposal response is considered to be less than average for a qualified proposer.
<b>3</b>	<b>Adequate</b>	Proposal response (i.e., content and/or explanation offered) is adequate or meets CDCR/CCHCS’ basic needs/requirements or expectations. The omission(s), flaw(s) or defect(s), if any, are inconsequential and acceptable. The quality of the proposal response is considered to be average for a qualified proposer.
<b>4</b>	<b>More than Adequate</b>	Proposal response (i.e., content and/or explanation offered) is more than adequate or fully meets CDCR/CCHCS’ needs/requirements or expectations. No omission(s) or flaw(s) are apparent. The quality of the proposal response is not considered to be outstanding, but is above average for a qualified proposer.
<b>5</b>	<b>Excellent or Outstanding</b>	Proposal response (i.e., content and/or explanation offered) is well above average or exceeds CDCR/CCHCS’ needs/requirements or expectations. Proposer offers one or more enhancing feature, method or approach that will benefit the State. Response represents the best proposal that can be expected of any Proposer. Any present weakness is minor and unrelated to a performance requirement.

- c. In assigning points for individual rating factors, ESC may consider issues including, but not limited to, the extent to which a proposal response:

- (1) Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or

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- (2) Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or
- (3) Demonstrates that the proposer understands CDCR/CCHCS' needs, the services sought, and/or the contractor's responsibilities, and/or
- (4) Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or
- (5) If implemented, will contribute to the achievement of CDCR/CCHCS' goals and objectives, and/or
- (6) Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e. enhanced features, approaches, or methods; creative or innovative business solutions).

d. Below are the point Values and weight values for each rating category that will be scored.

- (1) Proposals, including the Cost Section, will be scored on a scale of 0 to 300 points, as follows:

<u>Rating Category</u>	<u>Points</u>
Executive Summary	25
Agency Capability	35
Work Plan	45
Customer Service	25
Project Personnel	<u>20</u>
<b>Grand Total</b>	<b>150</b>

### Narrative Proposal Rating Factors

#### 1. Executive Summary

<b>Executive Summary Rating Factors</b>	<b>Points Possible</b>	<b>Points Earned</b>
1. To what extent did the Proposer express, in its own words, its understanding of CDCR/CCHCS' needs and the importance of this project to the State?	<b>1-5</b>	
2. To what extent did the Proposer demonstrate the tangible results that it expects to achieve and the tangible impact for the State for this specific Project?	<b>1-5</b>	
3. To what extent did the Proposer express a sincere commitment to perform this work in an efficient and timely manner?	<b>1-5</b>	
4. To what extent did the Proposer demonstrate that it can effectively integrate this project into its current obligations and existing workload?	<b>1-5</b>	
5. To what extent did the Proposer adequately explain why it should be chosen to undertake this project at this time?	<b>1-5</b>	
<b>Executive Summary Score</b> _____ <b>Points earned</b>		

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**2. Agency Capability**

<b>Agency Capability Rating Factors</b>	<b>Points Possible</b>	<b>Points Earned</b>
6. From the experience described in the proposal, to what extent, specifically, does the Proposer possess knowledge and experience working with healthcare laws, regulations, standards and practices in the state of California?	<b>1-5</b>	
7. From the experience described in the proposal, to what extent does the Proposer possess knowledge and experience working specifically in the context of Dialysis Treatment services and providing dialysis equipment and maintenance?	<b>1-5</b>	
8. Based on a review of the Proposer's information about its prior accounts or work projects in the past three (3) years, to what extent did the Proposer demonstrate that it has performed services that were similar in nature or closely related to the reporting requirements as listed in this RFP's Scope of Work?	<b>1-5</b>	
9. Based on a review of the Proposer's information about its prior accounts or work projects in the past three (3) years, to what extent did the Proposer demonstrate that it has performed services that were similar in nature or closely related to the training requirements as listed in this RFP's Scope of Work?	<b>1-5</b>	
10. Based on a review of the Proposer's information about its prior accounts or work projects in the past three (3) years, to what extent did the Proposer demonstrate that it has performed services that were similar in nature or closely related to the providing on-site dialysis treatment services, staff and equipment as listed in this RFP's Scope of Work?	<b>1-5</b>	
11. Based on a review of the Proposer's experience described in the proposal, to what extent has Proposer demonstrated the flexibility to accommodate varying needs of the Institution (e.g., levels/types of services, staffing and equipment)?	<b>1-5</b>	
12. Based on the Proposer's information about its capabilities, does the Provider demonstrate that they use current business industry practices to perform on-site dialysis treatment services?	<b>1-5</b>	
<b>Agency Capability Score</b> _____ <b>Points earned</b>		

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**3. Work Plan**

<b>Work Plan Rating Factors</b>	<b>Points Possible</b>	<b>Points Earned</b>
13. To what extent are the Proposer's overall approaches and/or methods comprehensive, strategic and technically sound?	<b>1-5</b>	
14. To what extent did the Proposer offer a rational basis for choosing its particular approaches and methods (i.e., proven success or past effectiveness)?	<b>1-5</b>	
15. To what extent are the proposed procedures, methods and approaches appropriate and reasonable (i.e., if implemented are they likely to produce the desired results)?	<b>1-5</b>	
16. To what extent does the Proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the Proposer will perform to fulfill all scope of work requirements?	<b>1-5</b>	
17. To what extent will the Proposer assess the Institution's individual customer needs to customize dialysis treatment services?	<b>1-5</b>	
18. To what extent are the proposed technical, business, medical, reporting, testing and evaluation requirements realistic and achievable?	<b>1-5</b>	
19. To what extent did the Proposer adequately demonstrate how it will measure and/or prove the completion of major tasks, functions or activities for the successful implementation and maintenance of an effective dialysis/ program?	<b>1-5</b>	
20. Did the Provider adequately explain how it was going to commit to maintain safe staffing patterns for sick calls, loss of staff, vacations etc. In addition, how did the Proposer explain its proposal to provide quick replacement of staff in these circumstances in order to maintain continuity of care?	<b>1-5</b>	
21. Based on a Proposer's information about its staffing and location of prior clients, can Provider supply comprehensive and efficient dialysis treatment services?	<b>1-5</b>	
<b>Work Plan Score</b> _____ <b>Points earned</b>		

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**4. Customer Service**

<b>Customer Service Rating Factors</b>	<b>Points Possible</b>	<b>Points Earned</b>
22. Upon reviewing the Customer Reference Questionnaires completed by Proposer's references, to what extent has the Proposer demonstrated its ability to respond to requests for on-site dialysis equipment, staff and services in a timely manner in the past?	<b>1-5</b>	
23. Upon reviewing the Customer Reference Questionnaires completed by Proposer's references, to what extent has the Proposer demonstrated its accessibility, responsiveness, flexibility and overall quality of customer service in the past?	<b>1-5</b>	
24. Upon reviewing the Customer Reference Questionnaires completed by Proposer's references, to what extent has the Proposer demonstrated its overall accuracy, timeliness and reliability of dialysis treatment reports in the past?	<b>1-5</b>	
25. Upon reviewing the Customer Reference Questionnaires completed by Proposer's references, to what extent has the Proposer demonstrated complete attention and application to cleanliness and infection control practices, safety and emergency preparedness and character of patient/staff relations?	<b>1-5</b>	
26. Upon reviewing the Customer Reference Questionnaires completed by Proposer's references, to what extent has the Proposer's training provided to staff and/or patients been rated?	<b>1-5</b>	
<b>Customer Service Score</b> _____ <b>Points earned</b>		

**5. Project Personnel**

<b>Project Personnel Rating Factors</b>	<b>Points Possible</b>	<b>Points Earned</b>
27. Upon reviewing the Proposer's staffing plan, to what extent has the Proposer allocated the number of staff in the appropriate position levels or classifications to perform the full range of services?	<b>1-5</b>	
28. Upon reviewing the proposed job descriptions or duty statements for the proposed personnel (including subcontractors and independent contractors), to what extent has the Proposer reasonably divided the work between its in-house resources and proposed subcontractors (including independent contractors)? <b>If no subcontracting or use of contractors is proposed, up to 5 points will be assigned based on the effectiveness of the Proposer's allocation of tasks to its in-house personnel.</b>	<b>1-5</b>	
29. Upon reviewing the job descriptions and resumes of the proposed staff, to what extent do the proposed personnel possess the qualifications, past experience and expertise needed to perform the assigned duties?	<b>1-5</b>	
30. Upon reviewing the job descriptions and resumes of the proposed staff, to what extent do the proposed personnel possess past experience working in secured facilities (i.e. mental hospitals or correctional facilities)?	<b>1-5</b>	
<b>Project Personnel Score _____ Points earned</b>		

**Stage 3 – Cost Evaluation**

- a. The proposal offering the lowest total cost earns two-hundred-eighty (200) Cost points. The remaining proposals earn cost points through the cost conversion formula shown below. Final calculations shall result in numbers rounded to two decimal places.

Lowest cost proposal is awarded the maximum cost points (200 points). Other proposals are awarded cost points based on the following calculation:

$$\begin{aligned} & (\text{Lowest Bidder's Cost} / \text{Other Bidder's Cost}) = (\text{factor}) \\ & \text{Cost points for other Bidder} = (\text{factor}) \times \text{maximum cost points} \end{aligned}$$

**EXAMPLE:** A maximum of 200 points is available

$$\begin{aligned} \text{Lowest Bidder's Cost Proposal} &= \$60,000 \\ \text{Other Bidder's Cost Proposal} &= \$80,000 \end{aligned}$$

$$\begin{aligned} (\text{Lowest cost proposal} / \text{Other cost proposal}) &= \$60,000 / \$80,000 = .75 \\ (\text{Cost points awarded to other proposal}) &= .75 \times 180 = 135 \end{aligned}$$

#### **Stage 4 – Combining Narrative Proposal Score and Cost Section Score**

CCHCS will combine the narrative proposal score to the Cost Section score and will tentatively identify the firm with the highest combined proposal score from each of the earlier evaluation stages.

#### **Stage 5 – Total Score Calculation**

CCHCS will use the formula shown below to calculate the total proposal scores.

Narrative Score  
+ Cost Score  
= Total Point Score

If CCHCS elects to conduct oral interviews, the entire proposed Key Staff of any short-listed teams must be available to participate in these interviews. The Committee will then make a final evaluation and submit its recommendation to the Receiver. The Receiver will make a final determination and authorize negotiations with one or more of the firms that have submitted their qualifications and whose responses are most advantageous to CCHCS.

#### **9.1 Repeat of Evaluation Steps**

If no Contractor is selected at the conclusion of all the steps, the CCHCS may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, the CCHCS shall then sequentially step through all remaining steps as if conducting a new evaluation process. The CCHCS reserves the right to terminate the process if it decides no proposals meet its requirements or consider all proposals as being Draft Proposals and return the proposals to the bidders prior to opening of the cost proposals (**see Section 9.5 Discretion to Consider Proposal as Draft**).

#### **9.2 Points of Clarification**

Throughout the evaluation process, the CCHCS reserves the right to seek clarifications from any Bidder.

#### **9.3 Responsiveness and Responsibility**

CCHCS Medical Contracts shall review submittals as necessary for determination of responsive and responsible Bidders. Determinations of responsiveness and responsibility may be made upon initial review of submittals or at any time prior to contract award, and may be determined of all Bidders or made only as needed to determine the lowest responsive and responsible Vendor for purposes of award. CCHCS reserves the right to reject all bids, whether responsive or non-responsive.

#### **9.4 Discretion to Consider Proposal as Draft**

If the State finds it necessary, the State may consider all proposals as being Draft Proposals and return the proposals to the bidders prior to opening of the cost proposals. The bidders will be notified of defects discovered in these submittals and will issue an addendum setting forth a date for submission of Final Proposals. THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEFECTS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE FINAL PROPOSAL IF SUCH DEFECTS ARE LATER FOUND.

## **10. AWARD AND CONTRACT EXECUTION INSTRUCTIONS**

CCHCS Medical Contracts intends to provide written notice of the intention to award in a timely manner and to all Bidders responding to the Solicitation.

### **10.1 Instructions to the Contract Awardee**

The Contract Awardee will receive a letter from the CCHCS Medical Contracts. The letter will include instructions for final submittals that are due prior to execution of the contract. The Vendor will be expected to provide all essential documents within ten (10) business days. This includes attaining a CA Business License and payment of all associated taxes due and providing proper proof of insurance. If the Contract Awardee fails to complete all the final submittals within the allotted ten (10) days, the CCHCS may elect to cancel the intended award and award to the next ranked Proposer or cancel and reissue this solicitation. Cancellation of an award for failure to execute the Contract in the timeframes above may result in a finding that the Proposer is not responsible and Proposer's disqualification for future solicitations for this same or similar product/service.

### **10.2 Final Submittals Prior to Award**

CCHCS will notify the proposed contractor of the Receiver's decision. The proposed contractor should anticipate that the above letter will require at least the following, which the proposed contractor is encouraged to prepare as soon as possible, to eliminate risks of late compliance:

- Ensure CA Business License is current and all taxes due have been paid.
- Ensure the company has a current +<sup>3</sup>State of California Business License.
- Supply Evidence of Insurance to the CCHCS Medical Contracts, if applicable
- Special Licenses (if any)
- List of certified Hemodialysis Technicians, Registered Nurses, Registered Dieticians, Licensed Clinical Social Worker, etc. on staff with the expiration dates of their licenses.
- Supply a Federal Taxpayer Employer Identification Number and Form I-9.

### **10.3 Contract Award**

Award of contract, if made, will be in accordance with Section 9, Evaluation. Award, if made, will be made within thirty (30) calendar days after the scheduled date for the Contract Award as set forth in the Key Action Dates in Section 1.6, Introduction and Overview. However, CCHCS may award the Contract later, in which case bid prices will be valid for a minimum of six (6) months following the Notice of Intent to Award, or longer, if agreed to by the successful Proposer and CCHCS. The State reserves the right to modify or cancel in whole or in part its RFP prior to contract award.

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this RFP, any inconsistency or conflict will be resolved by giving precedence to the final agreement.

### **10.4 Complete Integration**

All exhibits and attachments to the awarded contract are hereby incorporated into and made a part of the awarded contract as if fully set forth in the body of the awarded contract. The awarded contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the Contractor and CCHCS.

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<sup>3</sup> Copy of valid California city or county business license (if applicable) and, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province or county in which business is headquartered.

### 10.5 Severability

If any provision of the Agreement is declared unlawful, void or unenforceable, then that provision shall be severed and will not affect the validity and enforceability of the remaining provisions. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

### 10.6 Exhibits

The exhibits identified in this section contain contract terms that require strict adherence to various laws and contracting policies. A Proposer's unwillingness or inability to agree to the proposed terms and conditions shown below or contained in any exhibit identified in this RFP may cause CCHCS to deem a Proposer non-responsible and ineligible for an award. CCHCS reserves the right to use the latest version of any form or exhibit listed below in the resulting agreement if a newer version is available.

The exhibits identified below illustrate many of the terms and conditions that may appear in the final agreement between CCHCS and the winning Proposer. Other terms and conditions, not specified in the exhibits identified below, may also appear in the resulting agreement. Some terms and conditions are conditional and may only appear in an agreement if certain conditions exist (i.e., contract total exceeds a certain amount, federal funding is used, etc.).

In general, CCHCS will not accept alterations to the General Terms and Conditions (GTC), CCHCS' Special Terms and Conditions, the required minimum Contractor's Responsibilities outline in the Scope of Work, other exhibit terms/conditions or alternate language that is proposed or submitted by a prospective contractor. CCHCS will not consider a proposal containing such provisions "a counter proposal" and CCHCS may reject such a proposal as non-responsive.

- |                                       |             |
|---------------------------------------|-------------|
| • Scope of Work                       | Exhibit A   |
| • Rate Sheet                          | Exhibit B-1 |
| • Letter of Intent to Submit Proposal | Exhibit 5-1 |
| • Confidentiality Agreement           | Exhibit 5-2 |
- 

The following Exhibits are incorporated in the bid package by reference only and are available on the Internet at: <http://www.ols.dgs.ca.gov/Standard+Language>.

- |  |           |
|--|-----------|
| • General Terms and Conditions for Private Contractors | Exhibit C |
|--|-----------|
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The following Exhibits are incorporated in the bid package by reference only and are available on the Internet at: [http://www.cdcr.ca.gov/Divisions\\_Boards/Plata/Standard\\_Language.html](http://www.cdcr.ca.gov/Divisions_Boards/Plata/Standard_Language.html). If you do not have Internet access, you may request a hard copy of the following Exhibits by contacting the Bid Representative identified in Section 1.5.

- |  |           |
|--|-----------|
| • Budget Detail and Payment Provisions                 | Exhibit B |
| • Special Terms and Conditions & Additional Provisions | Exhibit D |
| • Definitions  | Exhibit F |
| • HIPAA Business Associates Agreement                  | Exhibit G |
| • California State Institutions and Facilities Map     | Exhibit J |

## 10.7 Forms

The following forms are attached to the RFP for the Bidders' review and completion:

<u>Form Name</u>	<u>Form Number</u>
• Proposal Cover Page	
• Payee Data Record	STD 204
• Non-Small Business Subcontractor Preference Request	OBS 550
• Small Business Subcontractor/Supplier Acknowledgement	OBS 551
• DVBE Participation in Exempt Contracts	CCHCS-MC-1786
• Darfur Contracting Act	
• Iran Contracting Act	
• Subcontractor/Contractor List	
• Voluntary Statistical Data Form	
• Contractor Certification Clauses (CCC)*	
• Commercially Useful Function Certification (CUF)	
• Bidder's Reference Sheet	
• Vendor's Questionnaire	
• Conflict of Interest Compliance Certificate	
• Bidder Certification CCHCS-MC-333	
• Non-Collusion Declaration	CCHCS-MC-379
• Declaration of Capacity to Provide Service	CCHCS-MC-396

\*Copy of Contractor Certification Clauses (CCC) can be found on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. The first page must be signed and submitted prior to the award of the contract, but is not required if the bidder has submitted this form to the awarding agency within the last three (3) years.

## 10.8 Insurance Requirements

Refer to Exhibit D for the following insurance requirements:

- Professional Liability Insurance
- Workers Compensation Insurance

## 10.9 Taxpayer Federal Employer Identification Number

Unless the apparently successful Vendor has already submitted a fully executed Taxpayer Federal Employer Identification Number and Payee Data Record (STD 204) to the CCHCS, the apparently successful Vendor must execute and submit this form prior to the contract execution date.

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**Attachment 1**  
**Proposal Cover Page**

<b>Name of Bidding Firm</b> (Legal name as it will appear on the contract)		
<b>Mailing Address</b> (Street address, P.O. Box, City, State, Zip Code)		
<b>Person authorized to act as the primary contact for matters regarding this proposal:</b>		
Printed Name (First, Last):		Title:
Telephone number:	Fax number:	Email address, if applicable
( )	( )	
<b>Person authorized to obligate this firm in matters regarding the resulting contract, including the firm's commitment to fulfill all of the requirements in the CCHCS RFP#13-00024 and Scope of Work (Exhibit A):</b>		
Printed Name (First, Last):		Title:
Telephone number:	Fax number:	Email address, if applicable
( )	( )	
<b>Signature of Proposer or Authorized Representative certifying that all information contained in the Proposal, including attachments, are true and correct.</b>		
Printed Name (First, Last):		Title:
Signature of Proposer or Authorized Representative		Date:
<b>(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign all proposal documents on behalf of the Board:</b>		
Printed Name (First, Last):		Title:
Signature of Proposer or Authorized Representative		Date: