

**ALAMEDA COUNTY
HEALTH CARE SERVICES AGENCY (HCSA)
REQUEST FOR PROPOSAL (RFP) NO. 13-02
SPECIFICATIONS, TERMS & CONDITIONS
For
ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
BUSINESS SOLUTION**

To receive LOCAL or SMALL, LOCAL, EMERGING BUSINESS (SLEB) PREFERENCE POINTS, the County recommends that Bidders submit their paperwork for certification by the proposal due date. Bidders are strongly encouraged to indicate they are part of a County RFP process in their application; however, HCSA has no role in the certification process.

In order to receive preference points, a Bidder must be certified by the Auditor's Office as SLEB and/or Local by:
5:00 pm on the date that Response are due.

MANDATORY BIDDER'S CONFERENCES

August 23, 2012 Location/time: TBD	August 24, 2012 Location/time: TBD
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**RESPONSES DUE
on
September 12, 2012 by 2:00 pm
to
Alameda County Health Care Services Agency
1000 San Leandro Blvd., Ste. 300
San Leandro, CA 94577**

Bids received after this date/time will NOT be accepted

Contact: Kristel Acacio
Email: kristel.acacio@acgov.org
Phone: (510) 618-1910
Fax: (510) 618-1367

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I. STATEMENT OF WORK

A. **INTENT**

It is the intent of these specifications, terms and conditions for Alameda County Healthcare Services Agency (HCSA or the County hereafter) to seek bids for the provision of information technology consultancy and services as solutions for two interrelated projects: 1. Behavioral Health Care Services' (BHCS) Network Office's business solution project, and 2. Finance Software Interface implementation and coordination of HCSA's finance software interface.

It is the intent of this RFP to award one one-year contract (with option to renew) to the most responsible bidder whose response conforms to and meets the County's requirements as specified in this RFP.

The total budget for any proposal shall not exceed \$600,000 over the term of the project. This shall include a maximum of \$550,000 for the BHCS Network Office business solution project and a maximum of \$50,000 for the HCSA Finance Software Interface implementation and coordination project.

B. **BACKGROUND**

1. **About Health Care Services Agency**

HCSA is the parent organization to BHCS, Public Health, Environmental Health and Agency Administration/Indigent Health. HCSA's mission is to provide fully integrated health care services to Alameda County residents. In an effort to achieve its mission, HCSA has undertaken a financial system coordination project. The project will implement the same financial tracking software in all of the HCSA departments.

The new finance software has been selected by an internal workgroup of BHCS, HCSA, Alameda County Public Health and Alameda County General Services Agency (GSA). The awarded Contractor shall provide Finance Software Interface implementation, coordination, customization, pilot testing and training.

2. **About Behavioral Health Care Services**

BHCS provides mental health and alcohol and drug services to eligible Alameda County residents. BHCS' system is largely contracted out to community-based organizations, which provide over 85 percent of services. BHCS contracts with 127 provider organizations, many of which contain multiple programs, resulting in about 440 distinct programs. BHCS also contracts with 600 individual providers for the Managed Care Provider Network.

In 2007, BHCS began a review of its contracting activities and structure to improve coordinated interactions with contracted providers. Assessment revealed the need to restructure contracting functions in order to enhance efficiency and increase organizational accountability within a centralized Network Office responsible for contract management and certain finance components. The implementation of the Network Office includes a blueprint for aligning contract management with other oversight functions such as, quality assurance, compliance, clinical support, data analysis and management of BHCS' service delivery system.

a. **About the Network Office**

Upon implementation, the Network Office will have 35 full time staff and will be responsible for the following processes and products:

- Procurement of mental health and alcohol and other drug services;

- Contract development, negotiations and renewal for new and existing providers and services;
- Development of Board letters (i.e. letters to the Alameda County Board of Supervisors for changes in contracted program funding amounts);
- Fiscal management including:
 - Processing contractor invoices and tracking expenditures at reporting unit (RU) and purchase order (PO) levels;
 - Tracking contractor budget modifications
 - Year-End Cost Reports, which contain contractor's budgeted versus actual spending
 - Liquidation of contractor funds
- Medi-Cal certification;
- Credentialing of individual providers; and
- Contract Monitoring.

b. Network Office Needs

The awarded Contractor will work with BHCS staff to:

- Identify and describe all of the Network Office business processes, documents and databases that could be automated and linked;
- Review existing Word documents, Excel spreadsheets and ACCESS databases currently used by Network Office;
- Develop a preliminary list of reports needed with identified variables to be included with documented sources of data, points of origination and distribution;
- Assess how key data from existing stand-alone data sets, documents and systems could be integrated to create effective process management and report generation;
- Evaluate, compare and provide advice on existing "off-the-shelf" applications versus customized solutions.

Funding provided through this RFP shall be used to reach to the following goals:

- Increase ease of process modification (e.g. have an "open" system to allow ease of integration);
- Allow authentication of internal BHCS users and external providers to interact with the system;
- Streamline and automate workflow processes (e.g. reduce reliance on emails for changing processes);
- Eliminate redundant data entry by pushing and pulling data from multiple sources;
- Decrease time spent on mechanics of contract production (e.g. track changes and audit documents/groups of documents and contracts);
- Increase ability to track Network Office staff workload, progress and individual performance;
- Increase capacity to monitor and report contractor performance.

C. SCOPE OF SERVICES REQUESTED

1. Platform and Add On Selection

BHCS' Network Office requires a platform with the following characteristics:

- Ability to address broad array of business processes;
- High compatibility with Microsoft Office products currently utilized by BHCS;
- Ability to integrate with BHCS' current authentication provider, Active Directory, to allow BHCS' Information Systems Unit (IS) to manage internal user accounts;
- "Drill down" functionality to view details beyond the current screen;
- User-friendly visualization tools;
- Product maturity of at least a three years;
- Wide availability of compatible third-party add-ons;

- Customizability;
- Security level assignment that allows for an overarching system administrator group in the Network Office the ability to add and remove users, grant and revoke access or roles, as needed;
- Readily available administrative and support resources;

BHCS will not purchase the software directly from the awarded Contractor. However, BHCS expects awarded Contractor to have in depth knowledge of the licensing and upgrade costs of software, including third-party add-ons. BHCS has licenses for Microsoft SharePoint and IBM's FileNet. Contractor shall assist BHCS in scheduling, preparing for and assessing software vendor demonstrations. Contractor shall assist BHCS in evaluating the pros and cons of each vendor's software and demonstrations.

Business Processes and Implementation Phasing

The implementation of the BPM solution is split into three phases to include linked processes:

- Phase I
 - Contract development, negotiations and renewal;
 - Budget modifications; and
 - Board letters.
- Phase II
 - Procurement of services;
 - Invoice and expenditures; and
 - Liquidation.
- Phase III
 - Certification and credentialing;
 - Year-End Cost Report and settlement; and
 - Interim contracts.

2. Aggregate Database Development

BHCS currently utilizes PeopleSoft's (Alcolink) from Oracle for some financial and all human resource management. BHCS' methods of storing contract specific data are disjointed; data are often updated in one place and not in others, resulting in inaccuracies. BHCS uses Microsoft Word, Excel and Access databases to hold a variety of information, including financial and contracted provider information.

BHCS also utilizes the INSYST application, a behavioral health services information management and claiming system from the Echo Management Group. The system is approximately 25 years old and has had many upgrades to remain compliant with ANSI ASC X12N 837/835; version 5010 claiming standards, as mandated by Health Insurance Portability and Accountability Act (HIPAA) and adherence to the Short-Doyle Medi-Cal Phase II sequential billing process, including private, county, third party insurance, and Medicare for mental health and alcohol and drug claiming.

INSYST is comprised of the following features and components:

- Mental health and alcohol and drug applications
- Client registration component for client demographic information (there is no clinical or electronic health records (EHR) component to the system);
- Episode tracking and discharge component, as well as an appointment scheduling module;
- Claiming and billing component with cascade billing;
- Utilization review component for Medi-Cal claiming;
- Reporting component for ad hoc reports; and
- State reporting modules.

Bidders will be provided a tour through INSYST during the Bidder's Conference.

BHCS' Network Office requires an aggregate database for the Network Office's business processes. The database will contain data used in workflows and forms in the Network Office's business processes.

The aggregate database will be a normalized organizational data store (recommended to be stored in Microsoft Structured Query Language (SQL) Server 2008) where data are centralized from multiple data sources into a common, structurally consistent relational database.

The data will need to be aggregated from multiple sources. For example, the database must "pull" data from sources, such as Alcolink and INSYST and "push" data from forms, which will require data import schedules, matching the requirements and data aging objectives sufficient for Network Office staff to make decisions on reasonably accurate and current data.

The aggregate database must have the ability to cope with the amount of data that is currently generated for and by the Network Office and future data points that may be created. The system must be able to support data manipulation and aggregation routines that require heavy central processing unit (CPU) and memory utilization.

Data points will need to be identified where aggregate information can be pulled into the BPM solution. In some cases the data collected by the aggregate database may need distributed back to the original data source through their appropriate Application Programming Interface (API) (if allowed by the owners/managers of the source data). The contracted developers must have sufficient insight into the data that must be written back in addition to the API method calls necessary to support such an operation.

Once centralized and in the aggregate database, the data must be processed, aggregated, formatted and calculated into data structures that are deemed necessary by the Network Office. The Network Office will need to work with the contracted developers to create the formulas and rules necessary to properly merge the data into viable and useful datasets.

Awarded Contractor shall create BHCS' Network Office aggregate database through the following steps:

- Acquiring access to hardware and data sources, such as, but not limited to Alcolink, INSYST, Excel spreadsheets and creating forms to collect data;
- Installing and configuring the server software;
- Configuring data integration;
- Installing drivers;
- Evaluating data integration options;
- Fully defining data for integration;
- Creating core import jobs;
- Developing the aggregate database structure;
- Meeting with BHCS stakeholders to finalize aggregation requirements;
- Aggregating data from external sources maintenance plans and scripts;
- Creating new tables to house aggregate data;
- Authoring scripts and views to sum, filter, group data to support the BPM model; and
- Creating data documentation.

3. Business Process Automation Software Configuration

Awarded Contractor shall install the selected software and configure for basic workflow functionality. Awarded Contractor shall configure the software for BHCS' Network Office in the following broad steps:

- Hardware acquisition;

- Installation and configuration of software;
- Throughput and system stability testing;
- Development of the core BPM technology including the following:
 - Creation of generic workflow
 - Applying internal and external user security
 - Creation of comment tracking/notes component
 - Aggregate database integration
- Creation of main and sub-forms
- Creation of reporting dashboards
- Development of core reports.

4. Process Piloting

Awarded Contractor shall pilot test the business processes, correct and fine tune, as needed. The first pilot will be on the contract renewal process. The pilot implementation will run parallel with the current contract renewal process.

Awarded Contractor shall pilot the system through the following broad steps:

- Review and finalize updated requirements;
- Fine tune core workflow;
- Develop forms;
- Complete initial testing with users;
- Deploy pilot team for:
 - User acceptance testing;
 - Live piloting; and
- Modification as needed.

Awarded Contractor shall create a training and support plan for Network Office users, including support services, administration training and end-user training. Awarded Contractor shall provide face-to-face training and written materials to aid in staff's understanding.

Awarded Contractor shall repeat the pilot testing with all nine identified Network Office business processes. It is expected that with each step, the costs and time will be lessened, reflecting the learning that has occurred in the previous step.

5. Collaboration and Project Management

Awarded Contractor shall assign one project manager to act as a lead in the implementation for each of the Network Office BPM and the HCSA finance software interface implementation and coordination projects.

Broadly, awarded Contractor shall lead in:

- Scheduling and planning for meetings, including agenda setting, preparation work and meeting invitations;
- Ensure inclusion of key stakeholders in decision making; and
- Create notes after each decision point, which include next steps for meeting attendees.

As part of the finance software interface implementation coordination for HCSA, awarded Contractor shall:

- Install the new software within HCSA, BHCS, Public Health and GSA:
 - Provide project management to support the installation of the new finance software interface, including convening users from the four departments to identify what is needed to bring all four local applications into consistent usage;
 - Coordinate implementation, upgrades and programming required to have a web-based application;
 - Connect with Information Technology Department (ITD);

- Identify and mitigate problems in all stages of the installation of six modules, coordinate and link related systems including, but not limited to BHCS Network Office Business Solution;
- Configure report generation (report components have already been identified, but additional reports may be required);
- Pilot test functionality;
- Arrange for and provide user training, including assisting with help desk preparation; and
- Planning for upgrades required in the future.

D. VENDOR MINIMUM QUALIFICATIONS

To be eligible to bid on this RFP, Bidders must meet all of the following criteria:

- a. Possess in depth knowledge of large public business functions;
- b. Have five or more years’ experience of information technology project management;
- c. Have five or more years’ experience of business workflow mapping, analysis and improvement;
- d. Have five or more years’ experience using SharePoint, FileNet or other similar products; and
- e. Have five or more years’ experience of computer programming, coding, and off-the-shelf software customization.

HCSA will disqualify proposals that do not demonstrate that Bidder meets the specified Vendor Minimum Qualifications, and these disqualified proposals will not be evaluated by the CSC/Evaluation Panel and will not be eligible for funding under this RFP.

II. INSTRUCTIONS TO BIDDERS

A. COUNTY CONTACTS

All contact during the competitive process shall be through Kristel Acacio only.

The evaluation phase of the competitive process shall begin upon receipt of proposals until a signed contract.

All questions regarding these specifications, terms and conditions shall be submitted in writing, via e-mail, by **the date specified below** the official RFP contact person

The BHCS website <http://www.acbhcs.org/Docs/docs.htm#RFP> and the General Services Agency (GSA) website http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp#goods shall be the official notification and posting places for this RFP and any Addenda.

B. CALENDAR OF EVENTS

Event	Date/Location	
Request for Proposals (RFP) Issued	August 8, 2012	
Written Questions Due	August 22, 2012	
First Bidder’s Conference	August 23, 2012	Location and time: TBD
Second Bidder’s Conference	August 24, 2012	Location and time: TBD
Addendum Issued	August 28, 2012	
Response Due	September 12, 2012 by 2:00 pm	
Evaluation Period	September 12 to September 26, 2012	
Bidder Presentation	September 25 to 26, 2012	

Event	Date/Location
Award Recommendation Letters Issued	October 2, 2012
Board Letter	TBD
Contract Start Date	TBD

Bidder's attendance to at least one Bidder's Conference is mandatory.

Note: Dates are stated as anticipated and are subject to change. Award recommendation and contract start dates are approximate. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions. By submission of a proposal, the Bidder certifies that if awarded a contract, Bidder shall make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

C. LOCAL AND SLEB PREFERENCE POINTS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFP.
2. Small and Emerging Locally Owned Business: A small business is as defined by the United States Small Business Administration. For this RFP, applicable industries include, but are not limited to, the following NAICS Code(s): 541990 as having no more than \$14,000,000 over the last three (3) years. An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions and Application) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor. To access the online (pdf) version of this application please go to: <http://www.acgov.org/auditor/sleb/forms/commonapp.pdf>.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFP:

- a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.

- b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference and must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder's total bid amount in order to be considered for the contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.
- c. The County reserves the right to waive these small/emerging local business participation requirements in this RFP, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.
- d. The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB:
 1. Non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents;
 2. Non-profit churches or non-profit religious organizations (NPO);
 3. Public schools; and universities; and
 4. Government agencies

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c)3.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

3. Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified is ten percent (10%) [five percent (5%) local, and five percent (5%) certified]. Compliance with the SLEB program is required for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects, but no preference points are applied.
4. First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act require that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Vendors awarded contracts for goods and services in excess of One Hundred Thousand Dollars (\$100,000) as a result of any subsequently issued RFP are to allow Alameda County

ten (10) working days to refer potential candidates to vendor to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Vendor will be pre-screened, qualified applicants based on vendor specifications. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Vendor.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFP. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

If compliance with the First Source Program will interfere with Contractor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct the Contractor's ability to carry out the terms of the contract, the Contractor will provide to the County a written justification of non-compliance.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

D. NETWORKING / BIDDERS' CONFERENCES

The County shall hold a Bidders' Conference. Bidders' Conferences shall:

- Provide an opportunity for Bidders to ask specific questions about the program and request RFP clarification; and
- Provide the County with an opportunity to receive feedback regarding the RFP.

The County shall respond to written questions submitted prior to the Bidders' Conferences, in accordance with Section II. B. Calendar of Events and verbal questions received at the Bidders' Conferences, whenever possible at the Bidders Conferences. The County shall address all questions and include the list of attendees in an Addendum following the Bidders Conferences in accordance with the Calendar of Events.

Attendance at the Bidders' Conference is mandatory in order to receive information required to assist Bidders in formulating proposals.

E. FORMAT AND SUBMITTAL OF PROPOSALS/BIDS

1. All proposals must be sealed and received **no later than the RFP due date/time**. The County cannot accept late proposals. If hand delivering proposals, please allow time for parking and entry into building.

The County shall only accept proposals at the address shown below and by the time indicated in the Calendar of Events. Any proposals received after said time and/or date or at a place other than the stated address cannot be considered and shall be returned to the Bidder unopened.

All proposals, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated delivery address

prior to the time designated. The County's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bidders are to submit:
 - a. One original hard copy proposal, with original ink signatures. Original proposal is to be clearly marked;
 - b. Seven copies of proposal;
 - c. Enclosed with the hard copy, a USB flash drive clearly marked with the Bidder's name with:
 - i. An electronic copy of the proposal, saved with Bidder's name;
 - ii. An electronic copy of the completed Microsoft Excel template published on the website, saved with the Bidder's name.

Proposals must be:

- Double-side printed on plain white paper;
- Loose leaf, with a clip, without a three-ring binder (**not bound**).

The original proposal must be signed in ink and include evidence that the person(s) that signed the proposal is/are authorized to execute the proposal on behalf of the Bidder. In the original and each copy, Bidders should use tabs to separate each individual section of their response to the RFP.

All original pages from the Bidder, excluding forms or **ATTACHMENTS**, must:

- Be single spaced;
- Use 12-point Times New Roman font;
- Have one-inch margins around each page;
- Conform to the maximum page limits;
- Include "Alameda County Health Care Services Agency Business Solution #13-02" on the left header of each page; and
- Include Bidder name on the left footer and the document page number at the right footer of each page.

3. The County will not consider telegraphic, electronic or facsimile proposals.
4. Submitted proposals shall be valid for a minimum period of twelve months.
5. All costs required for the preparation and submission of a bid shall be borne by Bidder.
6. The County will only one proposal will from any one person, partnership, corporation or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
7. Proprietary or Confidential Information: No part of any bid response is to be marked as confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted proposals. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.).

8. All other information regarding the proposals shall be held as confidential until such time as the County Selection Committee/Evaluation Panel has completed their evaluation, notification of recommended award has been made, and the contract has been fully negotiated with the recommended awardees named in the intent to recommend award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) business days before approval of the award and contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, shall receive mailed intent to recommend award/non-award notification(s), which shall include the name of the Bidder recommended for award of this service. In addition, recommended award information will be posted on the BHCS and GSA websites.

F. RESPONSE FORMAT/PROPOSAL RESPONSES

For the County to consider proposal complete, Bidder must provide all of the requested information described below, including providing content and sequence for narrative responses and attachments.

Bidders are encouraged to use the ***EXHIBIT M: PROPOSAL COMPLETENESS CHECKLIST*** to ensure all major required components are included in their proposal. Section II. F. provides the point system that evaluators shall use to evaluate proposals. Bidders should reference these sections when responding to the proposal.

Bid responses must be complete, substantiated, concise and specific to the information requested. Any material deviation from the requirements may be cause for rejection of the proposal, as determined by BHCS' sole discretion.

This section refers to specific ***EXHIBITS*** that assist Bidders in submittal of the proposal and specific ***ATTACHMENTS***, which Bidders are required to submit. In some cases, Bidders must complete a specific ***EXHIBIT*** and submit it as an ***ATTACHMENT***. Please note that the ***EXHIBIT*** letters and ***ATTACHMENT*** numbers do not correspond.

Prior to Submittal of Proposal

Local and SLEB Preference

To receive Local or Small, Local and Emerging Business (SLEB) preference points, Bidders must be certified by the Alameda County's Auditor-Controller Agency by **5:00 pm on the date the Response is due**. Bidders are strongly encouraged to indicate they are part of an RFP process in their applications. The following Exhibits relate to Local and SLEB preference: ***EXHIBIT E: SLEB CERTIFICATION APPLICATION PACKAGE***

- ***EXHIBIT F: SLEB SUBCONTRACTING INFORMATION***
- ***EXHIBIT G: REQUEST FOR LOCAL BUSINESS OR SLEB PREFERENCE***
- Information/Applications are also provided online at <http://www.acgov.org/auditor/sleb/index.htm> and <http://www.acgov.org/auditor/sleb/documents.htm>

With Submittal of Proposal/Bid Include the Following in the Following Order

This section refers to specific ***EXHIBITS*** that assist Bidders in submission of the proposal and specific ***ATTACHMENTS***, which Bidders are required to submit. In some cases, Bidders must complete a specific ***EXHIBIT*** and submit it as an ***ATTACHMENT***. Please note that the ***EXHIBIT*** letters and ***ATTACHMENT*** numbers do not correspond.

1. **Table of Contents:** Include a table of contents with a listing of the individual sections of the proposal and their corresponding page numbers.

2. **Cover Letter:** Include a one-page cover letter with **all** of the following information:
- The RFP title and number;
 - Official Bidder name and headquarter address;
 - If applicable, indicate name of subcontractor(s) and headquarter address;
 - Name, telephone number and E-mail address of the contact person at Bidder's agency for all matters regarding the RFP and their title; and
 - Proposal date
 - Bidder's organizational structure (i.e. non-profit, corporation, partnership, limited liability company, etc.);
 - The jurisdiction and date in which the Bidder's agency was incorporated;
 - The name, address, telephone, fax numbers and e-mail address of the contact person their title with authorization to make representations on behalf of and to bind Bidder;
 - Bidder's Federal Tax Identification number;
 - Representation that Bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP;
 - Acceptance of all conditions and requirements contained in this RFP through a signed copy of **EXHIBIT A: BID ACKNOWLEDGEMENT** included as **ATTACHMENT 1**; and
 - The Bidder's executive director or designated board member's signature.
3. **Vendor Minimum Qualifications:** Include in no more than three pages, how Bidder meets **all** of the following criteria:
- a. Possess in depth knowledge of large public business functions;
 - b. Have five or more years' experience of information technology project management;
 - c. Have five or more years' experience of business workflow mapping, analysis and improvement;
 - d. Have five or more years' experience using SharePoint, FileNet or other similar products; and
 - e. Have five or more years' experience of computer programming, coding, and off-the-shelf software customization.
4. **Organizational Capacity & Reference:** Supply all of the following information:
- a. Bidder's most recent Dun & Bradstreet Qualifier Report and include as **ATTACHMENT 2A**:
 - The Dun & Bradstreet Supplier Qualifier Report must be ranked a six or lower for Bidder to be considered for contract award¹.
 - d. **Fiscal Management Capacity** Describe Bidder's practices and the ability to maintain accountability and track staff and subcontractor time, if applicable, and provide accurate invoices for contract funds in no more than two pages and include as **ATTACHMENT 2B. References** Complete **Exhibits D1 and D2** and include as **ATTACHMENTS 3A and 3B**. References must be accurately and fully completed.
 - The County will check references for Bidders placed on the shortlist to ensure the information is correct and ask the reference the following, which will be shared with the CSC/Evaluation Panel for scoring.
 - e. **Debarment and Suspension:** Bidders must read, complete and submit **EXHIBIT N: DEBARMENT AND SUSPENSION CERTIFICATION** and include as **ATTACHMENT 4**.
 - The County will screen each Bidder at the time of RFP response to ensure that the Bidder and its principal agents are not debarred, suspended or otherwise excluded by the United States Government in compliance with the 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and

¹ For information on how to obtain a Supplier Evaluation Report, contact Dun & Bradstreet at 1.866.719.7158 or visit www.dnb.com.

Executive Order 12549. BHCS requires that the selected provider maintain compliance with these regulations.

- The County shall verify Bidder and its principal are not on the federal debarred, suspended or otherwise excluded list of Contractors located at www.epls.gov.

6. Executive Summary: Include a synopsis of the highlights and benefits of the proposal in no more than one page.

7. Bidder Experience, Ability & Plan: Supply the information as requested below in concrete, relevant and thorough responses. Bidders must respond to this section in a no more than twelve pages (page limit does not include attachments):

a. Experience

- Describe, in detail, Bidder's experience helping to select software platforms and add-ons.
- Describe, in detail, Bidder's experience creating an aggregate database of similar scope and size.
- Describe, in detail, two similar projects that Bidder has completed.
- Provide one-page resumes for each staff that will work on this project.
 - In a sheet before the resumes, provide a guide for which staff will work on which project (distinction between BHCS and HCSA projects). Indicate which are the primary and secondary contractors
 - Resumes must be for current employed or contracted employees, not prospective employees.
 - Include all as **ATTACHMENT 5**.

b. Plan

- Describe the criteria, tools, etc. Bidder uses to assess software vendor demonstrations.
- Describe, in detail, Bidder's plan to provide user training for BHCS and HCSA, respectively.

c. Project Management

- Describe Bidder's project management approach.
- Describe anticipated needs from BHCS and HCSA, respectively.

8. Bidder Presentation Top ranked Bidders will be invited to provide the following:

- A walk through of similar projects that have been implemented.
- Sample dashboards that have been created for similar projects.
- Sample databases created for similar projects.

10. Cost:

- Provide two project budgets: one for BHCS as **ATTACHMENT 6A** and one for HCSA as **ATTACHMENT 6B**. The budgets must match the proposed activities and timeline.
 - Budgets must be rounded to the nearest dollar
 - Include staff title, personnel salary, FTE and positions and benefits for all staff included in the budgets
 - Include line item details for non-personnel costs
- Include a budget narrative explanation for each budget in no two pages each and include as **ATTACHMENTS 7A and 7B**, respectively.

11. Implementation Schedule and Plan:

- Include Bidder's Implementation Schedule and Plan for BHCS as **ATTACHMENT 8A** and **ATTACHMENT 8B** for HCSA with all of the following: Activities, with timeline and milestones, for planning activities and demonstrate that Bidder has planned the project in an intentional way to result in full and effective implementation (no page limit).
- Identification of barriers and Bidder's strategies for mitigation of all barriers, which may adversely affect any of the proposed project's schedules in no more than two pages.

12. All Bidders must also submit the following **EXHIBITS** to be marked as **ATTACHMENTS**:
- **EXHIBIT H: ALAMEDA COUNTY VENDOR FIRST SOURCE INFORMATION** as **ATTACHMENT 9.**
 - **EXHIBIT I: EXCEPTIONS, CLARIFICATIONS AND AMENDMENTS** as **ATTACHMENT 10.**

G. EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals determined to meet the Minimum Qualifications will be evaluated by a County Selection Committee (CSC)/Evaluation Panel. The CSC/Evaluation Panel may be composed of County staff and other parties that may have expertise or experience in the services described in this RFP. The CSC/Evaluation Panel will select a contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of proposals shall be within the sole judgment and discretion of the CSC/Evaluation Panel.

All contact during the evaluation phase shall be through the County contact person only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC/Evaluation Panel may result in disqualification of Bidder.

Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

As a result of this RFP, the County intends to award a contract to the responsible Bidder whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the Bidder that proposes the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is in in Section II. F., these specifications should be considered as requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the following Evaluation Criteria will be used in ranking and determining the quality of proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on a five-point scale. The scores for all the Evaluation Criteria will be added according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred fifty (550) points, including Local and Small and Local or Emerging and Local preference points.

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of Bidders that will continue to the final stage of Bidder Presentation and possibly reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

If the two-stage approach is used, the Bidders who receive the highest preliminary scores and with at least 200 points will be invited to provide a Bidder Presentation. Only Bidders who meet the short list criteria will proceed to the next stage. All other Bidders will be deemed eliminated

from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to Bidders.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and respective weights are as follows:

Minimum Requirements		
Copies, Page Length & Format	Include one original and seven copies of the proposal.	Complete/Incomplete and Meets Minimum Requirements/ Fails to Meet Minimum Requirements
Table of Contents	Reviewed by County for completeness.	
Cover Letter		
Vendor Minimum Qualifications	Reviewed by County to determine whether the Bidder meets specified minimum qualifications.	
Organizational Capacity & Reference	Reviewed by County for completeness and Dunn and Bradstreet rating.	
Executive Summary	Reviewed by County for completeness.	
Required Exhibits/Attachments	Reviewed by County for completeness: <ul style="list-style-type: none"> • Exhibit A: Bid Acknowledgement (Attachment 1) • Dun & Bradstreet Qualifier Report (Attachment 2A) • Fiscal Management Capacity (Attachment 2B) • Exhibits D1 and D2: Current and Former References (Attachments 4A and 4B) • Exhibit N: Debarment and Suspension Certification (Attachment 5) • Staff Resumes (Attachment 6) • Exhibit B-1: Cost (Attachments 7A and 7B) • Budget Narratives (Attachments 8A and 8B) • Implementation Schedule and Plan (Attachments 9A and 9B) • Exhibit H: Alameda County Vendor First Source Information (Attachment 10) • Exhibit I: Exceptions, Clarifications and Amendments (Attachment 11) 	

Sub-Section	Evaluation Criteria	Weight	0-5 Rating
Written Plan: Bidder Experience, Ability & Plan	a. Experience <ul style="list-style-type: none"> • How well matched is Bidder's experience with the scope of this RFP? • How well matched is the staff to this project's needs? • Do proposed staff appear to have significant experience in managing projects of a similar size in the public sector? • Do proposed staff appear to have sufficient experience in integrating new software development with legacy systems? 	10	
	b. Plan <ul style="list-style-type: none"> • How well does Bidder understand the technological needs of the project? • How well do the resources being proposed for the various stages of 	10	

Sub-Section	Evaluation Criteria	Weight	0-5 Rating
	the project match the scope of work? <ul style="list-style-type: none"> • How thoughtful and thorough does Bidder’s vendor demonstration criteria appear? • How and reasonable is Bidder’s plan to train users? 		
	c. Project Management <ul style="list-style-type: none"> • How well matched is Bidder’s project management approach to the needs of HCSA’s and BHCS’ projects? • How thoughtful and thorough is Bidder’s assessment of needs from BHCS and HCSA, respectively? 	8	
Cost	<ul style="list-style-type: none"> • How accurately do the proposed budgets reflect the Bidder’s proposed staffing and activities? • How appropriate are the proposed costs of the proposal? • How clear and thorough are the budget narratives? 	8	
	Cost Coefficient will use the following formula: <ul style="list-style-type: none"> • Low bid divided by low bid x 5 x weight = points <ul style="list-style-type: none"> ◦ $\\$100,000 / \\$100,000 = 1 \times 5 \times weight = points$ • Low bid divided by second lowest bid x 5 x weight = points • Low bid divided by third lowest bid x 5 x weight = points • Low bid divided by fourth lowest bid x 5 x weight = points 	15	
Implementation Schedule & Plan	<ul style="list-style-type: none"> • How thoughtful and feasible are the implementation schedule and plans? • How thoughtful and realistic is the Bidder’s problem identification and mitigation? 	20	
References	How well does the Bidder’s references demonstrate the following: <ul style="list-style-type: none"> • Performed the services as stated; • Highlight areas in which the Bidder did well; • Highlight areas in which the Bidder could have improved; • Rate project management, technical ability, availability, training, documentation and reliability on a scale of one to five; • Whether the project was completed on time and on budget; • Responsiveness to clients • Usefulness of Bidder’s product; • Understanding of the project and need; • References’ overall satisfaction with Bidder; • References’ comfort with recommending the Bidder to Alameda County; 	4	

Sub-Section	Evaluation Criteria	Weight	0-5 Rating
	<ul style="list-style-type: none"> • Whether the Bidder would be used again by Reference; • Any other information that would assist in Alameda County's work with the Bidder. 		
Bidder Presentation	<ul style="list-style-type: none"> • How well does the Bidder's walk through of similar projects match the needs in this RFP? • How well matched, usable and thorough are the sample dashboards to the needs in this RFP? • How well matched, usable and thorough are the sample databases to the needs described in this RFP? • How likely is the Bidder to successfully implement the needs described in this RFP based on the presentation? 	25	
Total		100	
Preference Points		% of Subtotal of Points	
	SLEB	5%	
	Local	5%	

H. EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to a successful Bidder ("Contractor"), persons designated by the County may meet with the Contractor to evaluate the performance and to identify any issues or potential problems.

The County reserves the right to determine, in its sole discretion, (a) whether Contractor has complied with all terms of this RFP and (b) whether any problems or potential problems are evidenced, which make it unlikely (even with possible modifications) that the proposed program and services will meet the County requirements. If, as a result, of such determination the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract as contracted for therein, the Contractor shall be notified of contract termination effective forty-five (45) days following notice. The County shall have the right to invite the next highest ranked Bidder to enter into a contract.

The County also reserves the right to re-bid these programs if it is determined to be in its best interest to do so.

I. AWARD

1. Proposals evaluated by the County Selection Committee/Evaluation Panel (CSC) shall be ranked in accordance with the RFP section entitled Evaluation Criteria/Selection Committee/Evaluation Panel.
2. The CSC/Evaluation Panel shall recommend contract award of the Bidder who, in its opinion, has submitted the proposal that conforms to the RFP and best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be recommended or made to the Bidder with the lowest price.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. The County reserves the right to award to a single or multiple Contractors.
5. The County has the right to decline to award a contract in whole or any part thereof for any reason.
6. Board of Supervisors approval to award a contract is required.
7. A contract must be negotiated, finalized, and signed by the intended awardee prior to Board of Supervisors' approval.
8. Final terms and conditions shall be negotiated with the Bidders recommended for award. Bidders may request a copy of the Master Agreement template from the County contact. The template contains the agreement boilerplate language only.
9. The RFP specifications, terms, conditions, Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded because of this RFP.

J. NOTICE OF AWARD

At the conclusion of the RFP evaluation process (“Evaluation Process”), all Bidders shall be notified in writing by E-mail or fax, and certified mail, of the contract award recommendation(s), if any, by the County. The document providing this notification is the Notice of Intent to Recommend Award.

The Notice of Intent to Recommend Award shall provide the following information:

- The name of the Bidder being recommended for contract award; and
- The names of all other Bidders that submitted proposals.

At the conclusion of the RFP process, debriefings for unsuccessful Bidders may be scheduled and shall be restricted to discussion of the unsuccessful Bidder’s proposal.

- Under no circumstances shall any discussion be conducted with regard to contract negotiations with the recommended /successful Bidder;
- Debriefing may include review of the recommended/successful Bidder’s proposal with redactions as appropriate.

All submitted proposals shall be made available upon request no later than five (5) business days before approval of the award and contract is scheduled to be heard by the Board of Supervisors

K. BID PROTEST AND APPEALS PROCESS

Alameda County prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or the recommendation to award a contract for these programs once the Notices of Intent to Recommend Award/Non-Award letters have been issued or appeal thereafter.

The following describes two separate processes: Bid Protests and Appeals. Bid Protests submitted prior to issuance of the Notices of Intent to Recommend Award/Non-Award letters shall not be accepted by the County.

1. Bid Protest from any Bidder related to this RFP must be submitted in writing before 5:00 p.m. of the **fifth (5th) business day following the date of issuance of the Notice of Intent to Recommend Award/Non-Award letter, not the date it is received by the Bidder.** Bid Protests received after 5:00 p.m. shall be considered received as of the next business day. Bid Protests must be sent to Rebecca Gebhart as follows:

Attn:

Alameda County Health Care Services Agency Business Solution #13-02
1000 San Leandro Blvd., Ste. 300
San Leandro, CA 94577

- a. The Bid Protests must contain a complete statement of the reasons and facts for the protest. The Bid Protest shall be limited to the procurement process or, where appropriate, County contracting policies or other laws and regulations. The Bid Protest must refer to the specific portions of all documents that form the basis for the protest.
- b. The Bid Protest must include the name, title, address, E-mail address, fax number and telephone number of the person representing the protesting Bidder.
- c. The County shall transmit a copy of the Bid Protest to all affected Bidders as soon as possible after receipt of the Bid Protest.

2. Upon receipt of written Bid Protest, the HCSA Director, or designee shall review and evaluate the Bid Protest and issue a written decision. The HCSA, may, at his discretion, investigate the Bid Protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as determined appropriate by the BHCS Director) to discuss the protest. The decision on the Bid Protest shall be issued at least ten (10) business days prior to the date the Board of Supervisors is considering the award recommendation.

The decision on the Bid Protest shall be communicated by E-mail or fax, and certified mail, and shall inform the Bidder whether or not the recommendation to the Board of Supervisors as stated in the Notice of Intent to Recommend Award is going to change. A copy of the decision shall be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the Bid Protest could have resulted in the Bidder not being the recommended successful Bidder on the RFP.

3. The decision of the HCSA Director on the Bid Protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: 510.272.6502. The Bidder whose proposal is the subject of the Bid Protest, all Bidders affected by the HCSA Director's decision on the Bid Protest, and the protesting Bidder have the right to appeal if not satisfied with the HCSA Director's Bid Protest **decision. All Appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the HCSA Director, not the date received by the Bidder.** Appeals received after 5:00 p.m. is considered received as of the next business day.
 - a. The Appeal shall specify the Bid Protest decision being appealed and all the facts and circumstances relied upon in support of the Appeal.
 - b. In reviewing Appeals, the OCC shall not re-judge proposals. The Appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, County contracting policies or other laws and regulations.
 - c. The Appeal to the OCC also shall be limited to the grounds raised in the original Bid Protest and the decision by the BHCS Director. As such, a Bidder is prohibited from stating new grounds for a Bid Protest in its Appeal.
 - d. The decision of the Auditor-Controller's OCC is the final step of the Appeal process. A copy of the decision of the Auditor-Controller's OCC shall be furnished to the protesting Bidder, the Bidder whose proposal is the subject of the Appeal, HCSA and all Bidders affected by the decision.
4. The County shall complete the Bid Protest and Appeal procedures set forth in this section II. K. before an award recommendation is considered by the Board of Supervisors.

The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid Protest and Appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code Claim or legal proceedings.

EXHIBIT A: BID ACKNOWLEDGEMENT

The County of Alameda is soliciting bids from qualified Contractors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. **Preparation of bids:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. **Failure to bid:** If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. **Taxes and freight charges:** (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, shall be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain federal excise taxes. The County shall furnish an exemption certificate.
4. **Award:** (a) Unless otherwise specified by the Bidder or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful Bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. **Patent indemnity:** Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. **Samples:** Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the Bidder's expense.
7. **Rights and remedies of County for default:** (a) In the event any item furnished by Contractor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by Contractor with its bid, the County may reject the same, and it shall thereupon become the duty of Contractor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should Contractor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to Contractor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that Contractor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, shall be borne by the Contractor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. **Discounts:** (a) Terms of less than ten (10) days for cash discount shall considered as net. (b) In connection with any discount offered, time shall be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.
9. **California Government Code Section 4552:** In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it shall assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
10. **No guarantee or warranty:** The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

**EXHIBIT A (Continued):
BID ACKNOWLEDGEMENT**

Alameda County Health Care Services Agency Business Solution #13-02

The undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the Contractor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

Firm:	
Address:	
State/Zip	
What advertising source(s) made you aware of this RFP?	
Signature:	Date:
Printed Name:	
Title:	
Phone:	

EXHIBIT B: INTENTIONALLY OMITTED

EXHIBIT C1: MINIMUM INSURANCE REQUIREMENTS, NON-PROFIT ORGANIZATIONS

Alameda County Health Care Services Agency Business Solution #13-02

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 	

8.	CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies.
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EXHIBIT D1: CURRENT REFERENCES

Alameda County Health Care Services Agency Business Solution #13-02

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Bidder Name:	
--------------	--

EXHIBIT D2: FORMER REFERENCES

Alameda County Health Care Services Agency Business Solution #13-02

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Bidder Name:	
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EXHIBIT E: SLEB NEW CERTIFICATION INSTRUCTIONS

Alameda County Health Care Services Agency Business Solution #13-02

1. Complete the application form

Program Definitions

Local Business: *A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County*

Small Business: *A business which has been certified by the County as local and meets the U.S. Business Administration (SBA) size standards for its classification. Size standards and classification codes information available at <http://www.naics.com/search.htm>*

Emerging Business: *A business which has been certified by the County as local and meet less than one half of the U.S. SBA size standards for its classification and has been in business less than 5 years.*

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date. If any item on the application form is not applicable, please put "N/A" in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please sign* and mail Application to:

Alameda County Auditor-Controller Agency
Office of Contract Compliance
1221 Oak Street, Room 249
Oakland, CA 94612

*The application form must be signed by the owner, principal partner or authorized officer of the corporation. We shall contact you within 10 days to schedule a site visit upon receipt of your application.

3. On-site Visit

The following items must be available for our review during the visit to your business address:

- Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years**
- Business Licenses
- Current Identification (i.e. Driver's License, Identification Card)
- Deed, Rental or Lease Agreement showing Business Address

**Personal Net Worth Statement (if the business has never filed taxes)

If you have questions regarding your certification, please contact:

Office of Contract Compliance Tel: (510) 891-5500 Fax: 510-272-6502 or Email:
ACSLEBcompliance@acgov.org

**COMMON APPLICATION for
 LOCAL CERTIFICATION**

Alameda County – Alameda County Transportation Improvement Authority – City of Oakland – Port of Oakland

Submittal Date: _____

Check Certifying Agency below and click link to download Supplemental:

- Alameda County – No supplemental required
- Alameda County Transportation Improvement Authority – Complete [Supplemental B](#)
- City of Oakland – Complete [Supplemental C](#)
- Port of Oakland – Complete [Supplemental D](#)
- All the above

The Common Application is a sharing of information between agencies and NOT a reciprocal certification.

1) Contact Information

Legal Name of Entity		Contact Person (Name & Title)		
Street Address of Entity (No P.O. Box)				
City		State	Zip Code	County
Telephone ()	Fax # ()		Cell# ()	
Email Address		Web Site		

2) Company Profile

Primary Service undertaken/offered:		Specialty Service undertaken/offered:		
Date Entity was established (mm/dd/yr)	Does the entity have one or more additional offices outside the city of Oakland, CA? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, list other location(s)		Date Oakland office was established (mm/dd/yr)	
Method of Acquisition	<input type="checkbox"/> New <input type="checkbox"/> Merger or consolidation	<input type="checkbox"/> Purchased existing <input type="checkbox"/> Inherited	<input type="checkbox"/> Secured concession <input type="checkbox"/> Other (explain)	Federal ID Number:
Has this entity operated under a different name during the past five years? <input type="checkbox"/>				
Type of Firm <input type="checkbox"/> Sole Proprietorship		Ethnicity Group of owners(s) that own greater than 50% of the business. (for tracking purposes only)		

<input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Publicly traded entity <input type="checkbox"/> Non-Profit or Church <input type="checkbox"/> Other _____	<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Asian Pacific /Hawaiian <input type="checkbox"/> Asian Indian <input type="checkbox"/> Caucasian <input type="checkbox"/> Filipino <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Multi ethnic ownership <input type="checkbox"/> Multi ethnic minority ownership <input type="checkbox"/> Other _____	
Gender (for tracking purposes only) <input type="checkbox"/> Male <input type="checkbox"/> Female		
Gross Receipts for the last three recent fiscal years: Please attach copies of appropriate tax returns: (e.g. Form 990, Form 1040, Form 1120, etc)		
	Year Ended _____	Total Receipts \$ _____
	Year Ended _____	Total Receipts \$ _____
	Year Ended _____	Total Receipts \$ _____

2) Company Profile: (Continue)

Number of Employees at the local office Permanent Full time _____ Permanent Part time _____	Temporary Full Time _____ Temporary Part Time _____	Seasonal Full Time _____ Seasonal Part Time _____
TOTAL Number of Employees at all locations. Permanent Full time _____ Permanent Part time _____	Temporary Full Time _____ Temporary Part Time _____	Seasonal Full Time _____ Seasonal Part Time _____

3) Certifications:

Name of Issuing Authority	Type	Number	Expiration Date
City / County Business Tax Certificate			
Internal Revenue Service (required) – If your firm is a Non-Profit, submit the Letter of Determination of Not For Profit Status.			
State of CA /CUCP Certification for DBE/ACDBE firm			
State of CA /SBA Certification for Small firm			
Other Certification			
Other Certification			
Other Certification			

4) Professional Licenses, Permits and/or Certificates (e.g. Contractor, architect, engineer, etc. – list all that apply - attach copies. List on a separate page if additional space is needed)

Name of Issuing Authority	Type	Number	Expiration Date
---------------------------	------	--------	-----------------

State of CA Contractor's License Board – Contractor's License:			
State of CA Professional Service License or Permit:			
State of CA Service Provider License or Permit:			
Other:			
Other:			

5) **NAICS Codes:** Please review the NAICS² listing of work codes and indicate below your areas of expertise ranked in order of importance (begin with primary and specialty areas as indicated in the Company Profile section) NAICS Codes can be found at: <http://www.naics.com/search.htm> & <http://www.census.gov/epcd/naics02/>. Add separate sheet for additional NAICS codes if needed.

NAICS Code	Description of Work

6) **Additional Information:**
 Are you a Trucking Firm? Yes No Are you a Truck Broker? Yes No Both? Yes No
 A supplier? Yes No

7) **When submitting this application to any of the checked Certification Taskforce members, I consent to the sharing of information contained herein and declare under penalty of perjury that all statements made in the Application are true and correct:** Yes No

I declare, under penalty of perjury all of the foregoing statements are true and correct.

Signature _____

Print Name _____ Date _____

² North American Industry Classification System – www.naics.com

EXHIBIT F: (SLEB) PARTNERING INFORMATION SHEET
SMALL, LOCAL AND EMERGING BUSINESS (SLEB)
Alameda County Health Care Services Agency Business Solution #13-02

In order to meet the small local emerging business (SLEB) requirements of this RFP/Q, all Bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (as stated in this RFP County Provisions) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subContractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that Bidders shall work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership shall be economic, but this partnership shall also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, Bidders shall not be able to substitute named subContractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC shall use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/index.htm>).

BIDDER IS A CERTIFIED SLEB (sign below)

SLEB BIDDER BUSINESS NAME: _____

SLEB Certification # _____ SLEB Certification Expiration Date ____/____/____

NAICS Codes Included in Certification _____

BIDDER is **NOT** a certified SLEB and shall subcontract _____% with the SLEB named below for the

following services: _____

SLEB SubContractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: ____/____/____

SLEB Certification Status: Small Emerging

NAICS Codes Included in Certification _____

Principal Name: _____

SLEB SubContractor Principal Signature:

Date: _____

Upon award, prime Contractor and all SLEB subContractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS shall be used to submit SLEB subContractor participation including, but not limited to, subContractor contract amounts, payments made, and confirmation of payments received.

Bidder Signature: _____

Date: _____

EXHIBIT G: REQUEST FOR PREFERENCE

for
LOCAL BUSINESS
and

SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS

Alameda County Health Care Services Agency Business Solution #13-02

PLEASE READ AND COMPLETE THIS FORM CAREFULLY:

IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR EMERGING AND LOCAL BUSINESS PREFERENCE, COMPLETE THIS FORM AND RETURN IT WITH YOUR BID. IN ADDITION, IF APPLYING FOR A LOCAL BID PREFERENCE, SUBMIT THE FOLLOWING:

- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
- Proof of six (6) month business residency, identifying the name of the Contractor and the local address: utility bills, deed of trust or lease agreement. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified is 10% (5% local & 5% certified). Compliance with the SLEB program is required for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects, but no preference points are applied.

Check the appropriate boxes below (2 maximum) and provide the requested information.

<input type="checkbox"/> Request for 5% LOCAL Bid Preference (Complete 1-4, print name, title, sign and date below)	
1. Company Name	
2. Street Address	
3. Telephone Number	
4. Business License #	

<input type="checkbox"/> Request for 5% SMALL Local Business Bid Preference <u>OR</u> <input type="checkbox"/> Request for 5% EMERGING Local Business Bid Preference (Complete certification information below)			
SLEB Certification #:		SLEB Certification Expiration Date	/ /
NAICS Codes Included in SLEB Certification			

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____
 Print/Type Title: _____
 Signature: _____
 Date: _____

EXHIBIT H: VENDOR FIRST SOURCE AGREEMENT

VENDOR INFORMATION

Alameda County Health Care Services Agency Business Solution #13-02

ALCOLINK Vendor Number (if known)		SLEB Vendor Number	
Full Legal Name			
Doing Business As			

Type of Entity: Individual Sole Proprietor Partnership
 Corporation Tax-Exempted Government or Trust

Check the boxes that apply:

Goods Only Goods & Services Rents/Leases Legal Services
 Rents/Leases paid to you as the agent Medical Services Non-Medical Services – **Describe**
 Other-**Describe**

Federal Tax ID Number (required)		P.O.Box/Street Address	
Vendor Contacts Name			
Vendor Contact's Phone:		Vendor Contact's Fax:	
Vendor Contact's Email:			

Please check all that apply:

LOC Local Vendor (Holds business license within Alameda County)
 SML Small Business (as defined by Small Business Administration)

I American Indian or Alaskan Native (>50%)
 A Asian (>50%)
 B Black or African American (>50%)
 F Filipino (>50%)
 H Hispanic or Latino (>50%)
 N Native Hawaiian or other Pacific Islander (>50%)
 W White (>50%)

Number of Entry Level Positions available through the life of the contract:

Number of other positions available through the life of the contact:

This information to be completed by County:	
Contract # _____	
Contract Amount: _____	
Contract Term: _____	

EXHIBIT H (Continued):

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION**

Alameda County Health Care Services Agency Business Solution #13-02

Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor shall also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on Contractor specifications, to Contractor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.acgov.org/auditor/sleb/>).

If compliance with the First Source Program shall interfere with Vendor’s pre-existing labor agreements, recruiting practices, or shall otherwise obstruct Vendor’s ability to carry out the terms of the contract, Vendor shall provide to the County a written justification of non-compliance in the space provided below.

(Company Name)

(Vendor Signature)

(Date)

(East Bay Works / One-Stop Representative Signature)

(Date)

Justification of Non-Compliance:

EXHIBIT I: EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

Alameda County Health Care Services Agency Business Solution #13-02

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Bidder Name:	
Bidder Signature:	Date:

EXHIBIT J: INTENTIONALLY OMITTED

EXHIBIT K: INTENTIONALLY OMITTED

EXHIBIT L: INTENTIONALLY OMITTED

EXHIBIT M: PROPOSAL COMPLETENESS CHECKLIST

Alameda County Health Care Services Agency Business Solution #13-02

This table provides an overview of the major components that Bidders should include in their response to this RFP. For more concrete prompts about the type of information to include in your narrative responses, please see Section II. E.

Sub-Section	Max. Pages	Required Attachment	Corresponding Exhibit
One original and seven copies of the Proposal	N/A	N/A	N/A
Table of Contents	N/A	N/A	N/A
Cover Letter	One	Attachment 1: Bid Acknowledgement	Exhibit A
Vendor Minimum Qualifications	Three	N/A	N/A
Organizational Capacity & References	N/A	Attachment 2A: Dun and Bradstreet Qualifier Report	N/A
	Two	Attachment 2B: Fiscal Management Capacity	N/A
	N/A	Attachment 3A & 3B: References	Exhibits D1 & D2
	N/A	Attachment 4: Debarment & Suspension Certification	Exhibit N
Executive Summary	One	N/A	N/A
Bidder Experience, Ability & Plan	Twelve	Attachment 5: Resumes	N/A
Cost	N/A	Attachment 6A & 6B: Project Budgets	N/A
	One (per attachment)	Attachment 7A & 7B: Budget Narrative	N/A
Implementation Schedule and Plan	N/A	Attachment 8A & 8B: Implementation Schedule and Plan	N/A
Other Required Attachments	N/A	Attachment 9: First Source Form	Exhibit H
		Attachment 10: Exceptions/Clarifications/Amendments	Exhibit I

EXHIBIT N: DEBARMENT & SUSPENSION CERTIFICATION

Alameda County Health Care Services Agency Business Solution #13-02

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions shall not necessarily result in denial of award, but shall be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT O: TERMS & CONDITIONS

Alameda County Health Care Services Agency Business Solution #13-02

A. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, shall be one year.
2. The term of the contract shall begin on the first day of a month and run through the end of the fiscal year and shall continue, provided funding is allocated by the County Board of Supervisors, until terminated in accordance with the Master Contract.
3. Termination for Cause: If County determines that Contractor has failed, or shall fail, through any cause, to fulfill in a timely and proper manner its obligations under the Master Contract, or if County determines that Contractor has violated or shall violate any of the covenants, agreements, provisions or stipulations of the Master Contract, County shall thereupon have the right to terminate the Master Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.
4. Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Master Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Master Contract, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain not disbursed by County to Contractor pursuant to this Master Contract or from whatever remains due Contractor by County from any other contract between Contractor and County).
5. Termination without Cause: County shall have the right to terminate this Master Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.
6. Termination by Mutual Agreement: County and Contractor may otherwise agree in writing to terminate this Master Contract in a manner consistent with mutually agreed upon specific terms and conditions.
7. By mutual agreement any contract, which may be awarded pursuant to this RFP, may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

B. PRICING

1. Prices quoted shall be firm for start-up period and remaining months of the first fiscal year and for the second fiscal year of any contract that may be awarded pursuant to this RFP.
2. In subsequent years, all pricing as quoted shall remain firm for the term of any contract that may be awarded as a result of this RFP with the exception of annual Board approved cost of living adjustments (COLAs).
3. All pricing as quoted shall remain firm for the term of any contract that may be awarded as a result of this RFP.
4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.

5. The County is soliciting a lump sum price for this program. The price quoted shall be the total cost the County shall pay for this program including taxes and all other charges.
6. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
7. County shall allocate the sum as indicated in *Exhibit B: Bid Form* to Contractor awarded RFP, to be expended as described in the contract agreement. Unless an amendment to the Master Contract otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount.
8. Price quotes shall include any and all payment incentives available to the County.
9. Federal and state minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

C. AWARD

1. Proposals shall be evaluated by a committee and shall be ranked in accordance with the RFP Section II. F. REVIEW/EVALUATION PANEL COMMITTEE/SELECTION CRITERIA (CSC).
2. The committee shall recommend award to the Bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award is not necessarily made to the Bidder with the lowest price.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.
4. The County reserves the right to award to a single or multiple contractors.
5. The County has the right to decline to award this contract or any part thereof for any reason.
6. Board approval to award a contract is required.
7. Contractor shall sign an acceptance of award letter prior to Board approval. A Master Contract must be signed following Board approval.
8. Final Master Contract terms and conditions shall be negotiated with the selected Bidder. Attached *Exhibit J* contains minimal Master Contract boilerplate language only.
9. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

D. METHOD OF ORDERING

1. A Master Contract which includes a *Master Contract Exhibit A: Program and Performance Requirements* and *Master Contract Exhibit B: Budget Terms and Conditions of Payment* shall be issued upon Board approval.

2. A written PO and signed Master Contract shall be issued upon Board approval, and shall be the only authorization for the Contractor to place an order.
3. POs and payments for products and/or services shall be issued only in the name of Contractor.
4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

E. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment shall be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments shall be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County shall pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

F. COUNTY PROVISIONS

1. First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act require that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program shall allow the County to create and sustain these connections.

Vendors awarded contracts for goods and services in excess of One Hundred Thousand Dollars (\$100,000) as a result of any subsequently issued RFQ are to allow Alameda County ten (10) working days to refer potential candidates to Contractor to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Vendor shall be pre-screened, qualified applicants based on Contractor specifications. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Vendor.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFP/Q. Exhibit H shall be completed and signed by County upon contract award and made a part of the final contract document.

If compliance with the First Source Program shall interfere with Contractor's pre-existing labor agreements, recruiting practices, or shall otherwise obstruct the Contractor's ability to carry out the terms of the contract, the Contractor shall provide to the County a written justification of non-compliance.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

2. Contract Manager/Support Staff

- A. Contractor shall provide a dedicated competent Contract Manager who shall be responsible for the County contract. The Contract Manager shall be the primary contact for any contract, which may arise pursuant to this RFP.
- B. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract and services offered and able to identify and resolve quickly any issues relating to the program.
- C. Contract Manager shall be familiar with federal, state and county standards and work with the Alameda County Behavioral Health Care Services Agency (BHCS) to ensure that established standards are adhered to.
- D. Contract Manager shall keep the County Program Liaison informed of requests from departments as required.

3. General Requirements

- A. Contractor shall possess all permits, licenses and professional credentials necessary to perform services as specified under this request for proposals (RFP).
- B. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
- C. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
- D. Contractor personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc).