

## FILLABLE FORMS TEMPLATE INSTRUCTIONS TO BIDDERS

- *Bidders must use the Fillable Forms Template to submit proposals.*
- *Bidders must submit one original hardcopy proposal in a binder, including additional required documentation, with original ink signatures, plus seven copies bound with a clip (not in a binder) and one (1) electronic copy of the proposal in PDF.*
- *All pages of the proposal response packet must be submitted in total with all required ATTACHMENTS hereto; all information requested must be supplied; any pages of EXHIBITS a (or items therein) not applicable to the Bidder must still be submitted as part of a complete bid response, with such pages or items clearly marked "N/A"*
- *Bidders shall not modify the Fillable Forms Template in any way or qualify proposals.*
- *Bidders shall not submit to the County a scanned, re-typed, word-processed, or otherwise recreated version of Fillable Forms Template or any other County-provided document.*
- *The Fillable Forms Template must be submitted in total with all required documents attached thereto; all information requested must be supplied.*
- *Bidders that do not comply with the requirements, and/or submit incomplete proposals, shall be subject to disqualification and their proposals rejected in total.*
- *If Bidders are making any clarifications and/or amendments, or taking exception to policies or specifications of this RFP, including those to the county SLEB policy, these must be submitted in the exceptions, clarifications, amendments section of this Exhibit A in order for the proposal to be considered complete.*

**I. REQUIRED FILLABLE FORMS TEMPLATE & DOCUMENTATION SUBMITTAL FOR PROPOSALS****1. TITLE PAGE**

<b>Complete this form for each proposal.</b>			
<b>Bidder Organization Name</b>			
Check the appropriate box that corresponds to the school you are bidding for: (If bidding for more than one school, submit one proposal for each school site.)		<input type="checkbox"/> Think College Now <input type="checkbox"/> Hoover Elementary School <input type="checkbox"/> Bridge Academy at Melrose <input type="checkbox"/> Fremont High School <input type="checkbox"/> Castlemont High School	
<b>Bidder Organization's Headquarter Address</b>			
<b>Name of Executive Director or Equivalent</b>		<b>Title</b>	
<b>Phone</b>		<b>Email</b>	
<b>City/State/Zip</b>			
<b>Name of Contact Person</b>		<b>Title</b>	
<b>Phone</b>		<b>Email</b>	
<b>Proposal Date</b>			

## 2. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the proposal documents, including, without limitation, the RFP, Addenda and Exhibits have been read and accepted.
2. The undersigned declares that he/she is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the RFP's specifications, terms & conditions.
3. The undersigned has reviewed the proposal documents and fully understands the requirements in this proposal including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, to the County, and agrees that its proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the proposal.
4. The undersigned also agrees to follow the Bid Protests / 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 proposal 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.

Bid Protests from any Bidder related to this RFP must be submitted in writing to the BHCS Director located at 2000 Embarcadero Cove, Suite 400, Oakland, CA 94606 Fax: 510.567.8180, before 5:00 p.m. of the **fifth (5<sup>th</sup>)** 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.** Any Bid Protest received after 5:00 p.m. shall be considered received as of the next business day.

- The Bid Protest 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 shall refer to the specific portions of documents that form the basis for the protest.
- The Bid Protest shall include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- BHCS shall transmit a copy of the Bid Protest to all Bidders as soon as possible after receipt of the protest.

Upon receipt of written Bid Protest, the BHCS Director, or designee shall review and evaluate the protest and issue a written decision. The BHCS Director, may, at his or her discretion, investigate the 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 Bid Protest. The decision on the proposal protest shall be issued at least ten (10) business days prior to the date the Board is considering the recommendation and award of contract.

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.

The decision of the BHCS 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 BHCS Director's decision on the Bid Protest, and the protesting Bidder have the right to appeal if not satisfied with the BHCS 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 BHCS Director, not the date received by the Bidder.** Appeals received after 5:00 p.m. is considered received as of the next business day.

- The Appeal shall specify the Bid Protest decision being appealed and all the facts and circumstances relied upon in support of the Appeal.
- In reviewing Appeals, the OCC shall not re-judge the 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.
- 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.
- 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 protestor, the Bidder whose proposal is the subject of the Bid protest, and all Bidders affected by the decision.

The County shall complete the Bid Protest/Appeal procedures set forth in this before a recommendation to award the contract 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.

5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - **Debarment / Suspension Policy:** <http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>
  - **Iran Contracting Act (ICA) of 2010:** <http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>
  - **General Environmental Requirements:** <http://www.acgov.org/gsa/departments/purchasing/policy/enviro.htm>
  - **Small Local Emerging Business Program:** <http://acgov.org/auditor/sleb/overview.htm>
  - **First Source:** <http://acgov.org/auditor/sleb/sourceprogram.htm>
  - **Online Contract Compliance System:** <http://acgov.org/auditor/sleb/elation.htm>
  - **General Requirements:** <http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>
  - **Proprietary and Confidential Information:** <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>
6. The undersigned also acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated proposal documents.
7. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a proposal, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Bidders 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.

9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bidder Information and Acceptance, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

**2. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE**

10. The undersigned also acknowledges **ONE** of the following. Please check only one box.

- ☐ Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
- ☐ Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the SLEB PARTNERING INFORMATION SHEET); **OR**
- ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six (6) months business residency, identifying the name of the bidder and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

<b>EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE</b>			
Official Name of Bidder			
Street Address Line 1			
Street Address Line 2			
City		State	Zip
Webpage			
Type of Entity/Organizational Structure	<input type="checkbox"/> Corporation		<input type="checkbox"/> Joint Venture
	<input type="checkbox"/> Limited Liability Partnership		<input type="checkbox"/> Partnership
	<input type="checkbox"/> Limited Liability Corporation		<input type="checkbox"/> Non-Profit / Church
	<input type="checkbox"/> Other		
Jurisdiction of Organizational Structure			
Date of Organizational Structure		Federal Tax ID Number	
Name		Title	
Phone Number		Fax Number	
Email			
Signature		Title	
Date this	day of	20	

**3. LETTER OF TRANSMITTAL/EXECUTIVE SUMMARY**

***Complete and submit a synopsis of the highlights and benefits of proposal.***

#### **4. BIDDER MINIMUM QUALIFICATIONS**

***Use the next two pages to address each of the following minimum qualifications:***

- a. Bidder must have at least two years of experience providing mental health services in a school-based environment. Describe how your organization meets this qualification.***
- b. Describe your organization's experience in billing for Medi-Cal services through the County. Identify any challenges you have had in the billing process and how they were addressed.***
- c. Bidder must employ at least one Licensed Practitioner of the Healing Arts (LPHA) in order to deliver the required services. Describe your plan for meeting this minimum staffing requirement.***
- d. Bidder must not have a current open QA Plan of Correction. Provide a written confirmation that Bidder does not have any open QA investigations and/or Plan of Correction with BHCS.***





**5. a. ORGANIZATIONAL CAPACITY AND REFERENCE**

***Supply the Organizational Capacity and Reference sections a. and b. in the original proposal only.***

***a. Fiscal Management Capacity Include Audited Financial Statements for the past three years as ATTACHMENT 1A.***

**5. b. ORGANIZATIONAL CAPACITY AND REFERENCE**

**Include the Organizational Capacity and Reference sections a. and b. Bidder in the original proposal only.**

- b. References: Provide three current references that Bidder worked with on a similar scope, volume and requirements to those outlined in this RFP. Bidders must verify the contact information for all references provided is current and valid. Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.**

**The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.**

**Do not include BHCS staff as references.**

**Current References****Bidder Name****1.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**2.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**3.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**5. b. ORGANIZATIONAL CAPACITY AND REFERENCE**

**Include the Organizational Capacity and Reference sections a. and b. in the original proposal only.**

- b. References: Provide three former references that Bidder worked with on a similar scope, volume and requirements to those outlined in this RFP. Bidders must verify the contact information for all references provided is current and valid. Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.**

**The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.**

**Do not include BHCS staff as references.**

**Former References****Bidder Name****1.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**2.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**3.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**6. a. i. BIDDER EXPERIENCE, ABILITY AND PLAN**

**a. Experience with the Priority Population Needs and the Service Delivery Approach**

**i. Describe your clinical understanding of the priority population:**

- *Clinical and behavioral;*
- *Academic; and*
- *Cultural.*

**6. a. ii. BIDDER EXPERIENCE, ABILITY AND PLAN**

**a. Experience with the Priority Population Needs and the Service Delivery Approach**

**ii. Describe your experience providing services to the priority population. Include in your response your experience providing mental health services in a school-based setting.**

**6. a. iii. 1. BIDDER EXPERIENCE, ABILITY AND PLAN**

**a. Experience with the Priority Population Needs and the Service Delivery Approach**

**iii. Describe your planned service delivery approach. Include in your response the following:**

**1) Describe what a typical day in an I-CESDC would look like. Include in your response the additional administrative activities needed to support a successful classroom.**

**6. a. iii. 2. BIDDER EXPERIENCE, ABILITY AND PLAN**

**a. Experience with the Priority Population Needs and the Service Delivery Approach**

**iii. Describe your planned service delivery approach. Include in your response the following:**

**2) Describe the best evidence-based model that will work best in addressing the clinical needs identified for this population.**



**6. b. i. BIDDER EXPERIENCE, ABILITY AND PLAN**

**b. Planned Staffing, Program Model and Organizational Infrastructure**

**i. Describe your planned organization structure that takes into account the following:  
(Insert a one-page copy of Bidder's current organizational chart as ATTACHMENT 2A)**

- 1) Management oversight to meet the desired outcomes; and**
- 2) Leadership involvement to ensure that programmatic and fiscal functions are held accountable for the program's success.**

**6. b. ii. 1. BIDDER EXPERIENCE, ABILITY AND PLAN**

**b. Planned Staffing, Program Model and Organizational Infrastructure**

**ii. Describe your planned staffing that takes into account the following:**

**(Insert a one-page copy of Bidder's proposed program chart, including staff names and lines of supervision, as ATTACHMENT 2B. If staff has not been hired, indicate job title and qualification.)**

**1) Capacity for Quality Assurance (QA)**

- **How many FTE staff does your organization currently have allocated to QA?**
- **What is their experience with Medi-Cal documentation?**
- **How often are charts reviewed and for what elements are being reviewed?**

**6. b. ii. 2. BIDDER EXPERIENCE, ABILITY AND PLAN**

**b. Planned Staffing, Program Model, Organizational Infrastructure (continued)**

**ii. Describe your planned staffing that takes into account the following:**

**2) Clinical Supervision**

- *How are clinicians evaluated and provided feedback?*
- *How often is documentation training done? What does it include?*

**6. b. ii. 3. BIDDER EXPERIENCE, ABILITY AND PLAN**

**b. Planned Staffing, Program Model and Organizational Infrastructure (continued)**

**ii. Describe your planned staffing that takes into account the following:**

**3) Required Staffing ratio**

- **Describe the staff model being proposed and the rationale for it.**
- **Describe the staff's qualifications and experience.**
  - **What are the roles of direct and non-direct service staff?**
  - **Who will be licensed and non-licensed staff?**
- **Describe how staff will be prepared to provide culturally responsive services.**



**6. b. ii. 4. BIDDER EXPERIENCE, ABILITY AND PLAN**

**b. Planned Organizational Infrastructure and Staffing (continued)**

**ii. Describe your planned staffing that takes into account the following:**

**4) Access to a psychiatrist**

- **How do you plan for those students who require medication support to have access to a psychiatrist?**

**6. c. i. 1. BIDDER EXPERIENCE, ABILITY AND PLAN**

**c. Forming Partnerships and Collaborations**

**i. Describe your experience cultivating relationships with school district staff (i.e., principal, teacher, instructional aide, etc.):**

**1) Describe how you plan to collaborate with school district staff to successfully address each student's mental health needs to achieve each the student's IEP and treatment plan goals.**

**6. c. i. 2. BIDDER EXPERIENCE, ABILITY AND PLAN**

**c. Forming Partnerships and Collaborations**

**i. Describe your experience cultivating relationships with school district staff (i.e., principal, teacher, instructional aide, etc.):**

**2) Describe how you have handled a difficult situation with either the school staff and/or the student's family. What was the challenge and how did you resolve it?**



**6. c. i. 3. BIDDER EXPERIENCE, ABILITY AND PLAN**

**c. Forming Partnerships and Collaborations**

- i. Describe your experience cultivating relationships with school district staff (i.e., principal, teacher, instructional aide, etc.):**
- 3) Describe how you plan to integrate and collaborate with the school personnel to mainstream the student upon discharge.**

**6. d. i. BIDDER EXPERIENCE, ABILITY AND PLAN**

**d. Ability to Track Data and Outcomes**

- i. Describe your plan for collecting data specified in this RFP and tracking outcomes for quality improvement.**

**7. a. & b. COST**

**Use the EXHIBIT B-1: BUDGET WORKBOOK INSTRUCTIONS to complete and submit an EXHIBIT B-1:**

- a. Cost-Coefficient – Bidder does not need to submit anything additional for this.**
- b. Complete and submit one EXHIBIT B-1: BUDGET WORKBOOK for each location.**

**Complete and submit all worksheets in the EXHIBIT B-1: BUDGET WORKBOOK.**

**EXHIBIT B-1: BUDGET WORKBOOK INSTRUCTIONS****DIRECTIONS**

Submit one EXHIBIT B-1: BUDGET WORKBOOK for each proposed location

- Fill in areas highlighted in yellow
- Complete the four tabs (B-1; Prof & Spec Svcs Detail; Misc. Costs Detail; & Admin Costs Detail)
- Print all four tabs (B-1; Prof & Spec Svcs Detail; Misc. Costs Detail; & Admin Costs Detail)
  - **Note: Make sure printed documents are in a large enough font to read**

**NOTE**

- All amounts are rounded to the nearest whole dollar
- Start-up costs do not apply to this RFP - Do not include start-up costs
- If a cell turns red, an error has been indicated and must be corrected

**B-1: FUNDED PROGRAM BUDGET**

- Insert Bidder Name
- Select the Location from the drop-down menu
  - Note: Other areas will not highlight yellow until a location is selected

**Salaries & Wages**

- For each Position/Title enter the generic staff titles
- Read the RFP to ensure minimum staffing requirements are met

**Direct Services**

- Select an “x” from the drop down menu for each position to indicate whether staff provides direct services to clients (i.e., billable services such as providing counseling, case management, etc.)

**Admin Staff**

- Administrative costs are costs not directly associated with service delivery and costs that are not attributed to day to day operating expenses (e.g. Human Resources , Information Technology staff)
- Select an “x” for each position to indicate whether staff provides administrative services
  - **Note: Make sure a staff position is NOT designated as both Direct and Administrative.**

**Annualized Salary**

- Enter the salary paid to each staff person for 12 months based on a 40 hour work week.

**Total Cost**

- Enter the amount of each staff’s salary that will be paid out of this RFP budget for 12 months

**Full Time Equivalent (FTE)**

- The FTE will be automatically calculated based on the Annualized Salary and Total Cost
- Examples:
  - If a person works 20 hours a week in project, this would be 50% FTE
  - If a person works a total of 37.5 hours per week, this is .94 FTE

**Percentage Employee Benefits & Taxes**

- Enter the percent allocated for employee benefits and taxes

**Total Proposed Personnel Costs**

- The sum of Total Salaries/FTEs and Total Fringe Benefits is automatically calculated

**Operating Expenses**

- Operating Expenses are cost not directly associated with service delivery costs of daily activities separate from administrative activities (e.g. Supplies, Rent)

**Professional & Specialized Services**

- Bidders must complete the Prof & Spec Sv Detail Tab to describe, in detail, all professional and specialized service expenses.

**Miscellaneous**

- Misc. expenses are any Operating Expenses that do not fit into any of the pre-listed operating expense line items.
- Bidders must complete the Misc Detail Tab to describe, in detail, the miscellaneous expenses.

**Administrative Costs**

- Bidders must complete the Admin Costs Detail Tab to describe, in detail, all administrative expenses.
  - **Note:** Do not duplicate costs for Admin staff listed in the Salaries & Wages Section.

**Revenue**

- Include any revenue Bidder will use to support the proposed program
  - **Note:** Do **NOT** include the RFP Alameda County Contract Amount as revenue.

**Service Hours**

- Include the Total Hours and Gross Cost to be provided for twelve months for:
  - Case Management/Brokerage
  - Mental Health Services
    - Individual Therapy
    - Group Therapy
    - Family Engagement
    - Plan Development
    - Collateral Services
    - Individual and Group Rehabilitation Services
    - Clinical Assessments and Evaluations
  - Medication Support
  - Crisis Intervention
  - **Note:** Bidder's must complete the Services Hours section of the budget workbook.
- Cost Per Hour and Cost Per Minute is automatically calculated
  - **Note:** Cells will display red to show an error if the hourly cost exceeds the current County Contract Maximum Rate (CCMR).

**7. c. i. COST**

**Use this Fillable Forms Template to complete and submit the following questions.**

**c. Budget Narrative Review**

**i. Describe how your proposed program budget is aligned with the requirements of the RFP taking into account how you came up with the following calculations and explain any variances in costs:**

- 1) Required Staffing**
- 2) Salaries and Benefits**
- 3) Operating Expenses**
- 4) Administrative/Indirect Costs**



**8. a. IMPLEMENTATION SCHEDULE AND PLAN**

<b>a. Include Bidder's Implementation Schedule and Plan with activities, responsible persons, milestones and due dates</b>			
<b>Activity</b>	<b>Responsible Persons</b>	<b>Milestone/Measurement</b>	<b>Due Date</b>

**8. a. IMPLEMENTATION SCHEDULE AND PLAN**

<b>a. Include Bidder's Implementation Schedule and Plan with activities, responsible persons, milestones and due dates</b>			
<b>Activity</b>	<b>Responsible Persons</b>	<b>Milestone/Measurement</b>	<b>Due Date</b>



8. b. IMPLEMENTATION SCHEDULE AND PLAN

*b. Include Bidder's identification and strategies for mitigation of risks and barriers, which may adversely affect the program's implementation*

Barriers	Mitigation Strategies

**SMALL LOCAL EMERGING BUSINESS (SLEB)  
PARTNERING INFORMATION SHEET**

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all bidders must complete this form as required below.

Bidders not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](http://acgov.org/auditor/sleb/overview.htm) 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 will 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 will be economic, but this partnership will 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 will 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 will 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 at bottom of page)

SLEB BIDDER Business Name: \_\_\_\_\_

SLEB Certification #: \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_\_\_

NAICS Codes Included in Certification: \_\_\_\_\_

☐ BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT \_\_\_\_% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING  
GOODS/SERVICES: \_\_\_\_\_

SLEB Subcontractor Business Name: \_\_\_\_\_

SLEB Certification #: \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_\_\_

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: \_\_\_\_\_

SLEB Subcontractor 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 will be used to submit SLEB subcontractor participations including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

**EXHIBIT C: INSURANCE REQUIREMENTS**

Insurance certificated are not required at the time of submission; however, by signing Exhibit A – Bidder Information and Acceptance, the Bidder agrees to meet the minimum insurance requirements state din the RFP, prior to award. This documentation must be provided to the County, prior to awards, and shall include insurance certificate and additional insured certificate, naming County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:

**\*\*\*SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS\*\*\***

**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 minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<b>Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, 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 the later of termination of the Agreement 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.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and 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.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>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. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.   <b>CERTIFICATE OF INSURANCE:</b> 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. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

## EXHIBIT D: EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

***This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on this page of the Exhibit A – Bid Response Packet. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.***

**Bidder Name:** \_\_\_\_\_

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

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

[illegible]

\*Print additional pages as necessary