

**ALAMEDA COUNTY HEALTH, BEHAVIORAL HEALTH DEPARTMENT (ACBHD)
REQUEST FOR PRE-QUALIFICATION (RFPQ) 24-07
SPECIFICATIONS, TERMS & CONDITIONS
FOR
FISCAL YEAR 2025-26 ENHANCEMENT FUNDS**

For complete information regarding this project, see RFPQ posted at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact the County representative via the email listed below.

INFORMATIONAL SESSION MEETING

Date	Time	Location
Wednesday December 18, 2024	2:00 – 3:30 pm	Microsoft Teams Meeting See page 7 for meeting details
Thursday December 19, 2024	10:00 – 11:30 am	

Responses Due

2:00 pm on January 27, 2025
via e-mail to:
Procurement@acgov.org

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I. STATEMENT OF WORK

A. INTENT

Alameda County Health, Behavioral Health Department (ACBHD) is pleased to announce an opportunity to invest a total of \$10,000,000 in ACBHD-contracted community-based organization (CBO) providers; up to **\$90,000 per bidder**. The intent of this Request for Pre-Qualification (RFPQ) is to identify qualified Bidders for this Fiscal Year (FY) 2025-26 funding opportunity (FY 25-26 Enhancement Funds) for the purposes listed under Section B. Scope below.

These FY 25-26 Enhancement Funds are intended to support CBO capacity to deliver quality services to ACBHD clients and/or potential ACBHD clients who are at risk for serious mental health issues or co-occurring behavioral health issues in FY 25-26. ACBHD has allocated funding for this opportunity from the Mental Health Services Act (MHSA) and other funding sources. Funding is effective July 1, 2025, must be expended by June 30, 2026, and may not to be used for ongoing staffing or service needs. ACBHD intends to make multiple awards, but no more than one award per Bidder, to Bidders whose response conforms to the RFPQ specifications.

Qualification of vendors will be performed by County staff with experience in behavioral health. Proposals shall form the basis for any subsequent awarded contract. ACBHD reserves the right to end this contracted enhancement funding if/when an awarded Contractor materially alters staff, deliverables, and outcomes any time after the award. The County is not obligated to award any contracts as a result of this RFPQ process.

B. SCOPE

ACBHD will consider proposals for use of this funding in the following five categories. Bidders may propose in **one, or no more than two of the below categories**.

1. **System Transformation and Legislative Change Capacity Building** initiatives will support system transformation and legislative change related to Senate Bill (SB) 43,¹ CARE Court,² Proposition 1,³ and CalAIM (California Advancing and Innovating Medi-Cal)⁴ payment reform and documentation requirements. These initiatives may include program enhancements, training, consultation/technical assistance, and program development. This category will be funded with MHSA Community Services and Supports (CSS) funding.

¹ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB43

² https://www.gov.ca.gov/wp-content/uploads/2022/03/Fact-Sheet_-CARE-Court-1.pdf

³ <https://www.dhcs.ca.gov/BHT/Pages/FAQ-Prop1.aspx>

⁴ <https://www.dhcs.ca.gov/CalAIM/Pages/calaim.aspx>

2. **Workforce Support** will fund priorities such as enhanced staff recruitment, onboarding, and retention activities, including signing and one-time retention bonuses. This category will be funded with MHSA Workforce Education and Training (WET) funding.
3. **Infrastructure, Technology, and Renovations** will fund expenditures such as computer systems, software, hardware, or facility renovations to benefit clients and staff.⁵ This category will be funded with MHSA Capital Facilities and Technological Needs (CFTN) funding.
4. **Transportation Supports** will fund costs such as replacement or new vehicles, or repair of existing vehicles. Bidders must demonstrate that all ongoing operational costs of vehicles will be covered, as contract adjustments for ongoing costs related to purchases of vehicles made with FY 25-26 Enhancement Funds will not be included during the annual contract renewal process. This category will be funded with MHSA CSS funding.
5. **Health Equity Supports and Coordination** will support CBOs in key areas such as trauma informed trainings or capacity building, consultation and technical assistance, translation and promotion of culturally responsive materials, enhancement of diversity programs, and development of culturally tailored services. This category will be funded with MHSA WET funding.

Bidders should clearly demonstrate, in their bids, how their proposed projects will benefit clients and staff and support the delivery of quality services. Budgeted costs must be reasonable and justified.

All funds must be expended in FY 25-26; ACBHD will not consider any requests for extensions. **Awarded Contractors may not switch funding categories post-award.**

Further, FY 25-26 Enhancement Funds may **not** be used for the following:

1. Services, trainings, or other costs already enshrined in current contracts;
2. Direct client treatment or other services covered by Medi-Cal or any other federal or state funds;
3. Staff licensing; or
4. Ongoing costs, including but not limited to payroll and staffing costs, that extend beyond June 30, 2026.

⁵ Bids for this category must include estimate(s) provided by a contractor and a timeline including permitting process, etc. Receipt of funds in this category will require acknowledgement by awarded Contractor that awarded Contractor is responsible for the quality assurance and completion of all improvements/renovations implemented with FY 25-26 Enhancement Funds.

C. BIDDER QUALIFICATION CRITERIA

Applicants must meet the following qualification criteria:

1. Be a CBO which currently provides ACBHD-contracted services to ACBHD clients under a Master or FSP Contract⁶ in FY 24-25.
2. Have continuing contracted programs with ACBHD under a Master or FSP Contract carrying forward into FY 25-26.

Bidders are eligible to participate in the RFPQ process if they meet the Qualification Criteria. Please note, ACBHD will disqualify proposals that do not demonstrate that Bidder meets the specified Qualification Criteria.

D. SPECIFIC REQUIREMENTS

Contractor shall submit a one-to-two-page narrative and financial report within 30 days from the end of the contract period, or by July 31, 2026. A reporting template will be distributed towards the end of the fiscal year. The report should clearly specify how the funds were used and how they supported the delivery of quality services.

⁶ This excludes ACBHD-contracted services under Services-As-Needed (SAN) Contracts (with the exception of FSP SAN Contracts), Standard Services Agreements (SSAs), Memoranda of Understanding (MOUs), Participant Agreements (PAs), and Mental Health Plan Fee-For-Service (MHP FFS) contracts.

II. INSTRUCTIONS TO BIDDERS

A. COUNTY CONTRACTS

All contact during the RFPQ process shall be through the RFPQ contact, only.

The official notification and posting places for this RFPQ and any Addenda are:

- The ACBHD website <https://bhcsproviders.acgov.org/providers/network/rfp.htm> and
- The General Services Agency (GSA) website <https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>

The evaluation phase of the process shall begin upon receipt of proposals until contract award. Bidders shall not contact or lobby County Selection Committee (CSC)/Evaluation Panelists during the evaluation process. Attempts by Bidders to contact CSC/Evaluation Panelists may result in disqualification of the Bidder's proposal.

All questions regarding these specifications, terms and conditions shall be submitted in writing, preferably via e-mail, as specified in the Calendar of Events to:

ACBHD Procurement
1900 Embarcadero Cove, Suite 205
Oakland, CA 94606
Email: Procurement@acgov.org

B. CALENDAR OF EVENTS

Event	Date/Location
Request for Proposals (RFPQ) Issued	Monday, November 18, 2024
Bidder's Written Questions Due	By 5:00 pm on Thursday, December 19, 2024 ACBHD strongly encourages Bidders to submit written questions earlier.
Information Session 1	<p>Wednesday, December 18, 2024 2:00 – 3:30 pm</p> <p>Join via internet Join the meeting now Meeting ID: 258 073 493 512 Passcode: 6GBo8g</p> <p>Join via phone +1 415-915-3950, 612810540# (888) 715-8170, 612810540# Phone conference ID: 612 810 540#</p>
Information Session 2	<p>Thursday, December 19, 2024 10:00 – 11:30 am</p> <p>Join via internet Join the meeting now Meeting ID: 223 647 609 073 Passcode: YtwT24</p> <p>Join via phone +1 415-915-3950, 621350679# (888) 715-8170, 621350679# Phone conference ID: 621 350 679#</p>
Questions and Answers Issued	Tuesday, January 7, 2025
Responses Due	2:00 pm on Monday, January 27, 2025
Award Date	March 14, 2025
Board Agenda Date	June 2025
Contract Start Date	July 1, 2025

Note: All dates are tentative and subject to change. Bidders will be notified of any changes via email. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions. By submission of a proposal, 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. SMALL LOCAL EMERGING BUSINESS (SLEB) PREFERENCE POINTS

The County is vitally interested in promoting the growth of small, local, and emerging businesses (SLEB) 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, Bidders must meet the County's SLEB requirements in order to be considered for the contract award.⁷ Bidders must be SLEB-certified or Local-certified at the time of bid submission in order to receive SLEB and/or Local preference points. These requirements can be found online at: <http://acgov.org/auditor/sleb/overview.htm>.

For purposes of this proposal, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Codes: 621330, 621420, 624190.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that has been in business less than five (5) years.

The County also encourages participation by minority and women-owned businesses.

D. SUBMITTAL OF PROPOSALS/BIDS

ACBHD will only accept one proposal per Bidder.

All proposals must be received electronically by ACBHD **no later than 2:00 pm on the due date and email address specified on the RFPQ cover and Calendar of Events in this RFPQ**. ACBHD cannot accept late proposals. All proposals must be received and time stamped at the stated delivery address prior to the time designated. Any proposals received after stated time and/or

⁷ Bidders who do not meet SLEB requirements may request a waiver.

date or at an email address other than the stated address cannot be considered and shall be returned to the Bidder unread/unopened. ACBHD's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

Bidders must submit proposals which clearly state Bidder and RFPQ name. Proposals must include evidence that the person(s) who signed the proposal is/are authorized to execute the proposal on behalf of the Bidder, including by not limited to, a signed statement by either the Executive Director or the Board President on agency letterhead.

Bidders shall ensure that proposals are:

- Single spaced
 - 1-inch margins
 - 11-point Arial font
 - Conform to the maximum page limit in Bid Template
 - Propose services in no more than two of the categories identified under Section I.B. Scope
 - Conform to the maximum funding amount specified per bidder under Section I.A. Intent
2. Bidder agrees and acknowledges all RFPQ specifications, terms and conditions and indicates ability to perform by submission of proposal.
 3. Submitted proposals shall be valid for a minimum period of eighteen months.
 4. All costs required for the preparation and submission of a proposal shall be borne by Bidder.
 5. Proprietary or Confidential Information: No part of any proposal 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 RFPQ 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 the 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.).
 6. All other information regarding proposals shall be held as confidential until such time as ACBHD has completed its evaluation, notification of recommended award has been made and the contract has been fully negotiated with the recommended awardees named in the intent to award/non-award notification. The submitted proposals shall be made available upon request no later than five calendar 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 e-mailed intent to award/non-award notification,

which shall include the name of the Bidder(s) recommended for award of this service. In addition, recommended award information will be posted on the ACBHD website.

7. Each proposal received, with the name of the Bidder, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the negotiations and award of the order or contract, be open to public inspection.
8. 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 will 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 an assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud, and the Contractor may be subject to criminal prosecution.
10. As applicable, the undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
11. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

E. RESPONSE FORMAT/PROPOSAL RESPONSES

Bidders may use the provided Bid Response Template to address and complete their proposals. The person(s) administering the competitive process will review each proposal for completeness against the RFPQ requirements and ensure that responses conform to the total page maximums

indicated in the Bid Template, excluding attachments and exhibits. Bidders cannot submit non-material documents after the proposal due date, in order to complete their proposal. Proposals with any missing items of submittals as outlined in the RFPQ and any Addenda shall be deemed incomplete and may be rejected.

Proposals shall be complete, substantiated, concise and specific to the information requested. Any superfluous and unrequested material submitted with the bid will be removed and will not be reviewed by the Evaluation Panel. Any material deviation from the requirements may be cause for rejection of the proposal, as determined at ACBHD sole discretion.

F. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any award 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 RFPQ 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, Contractors’ performance under any awarded contract as contracted for therein, the Contractor shall be notified of termination of the awarded program effective forty-five (45) days following notice.

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

G. AWARD

1. The County reserves the right to reject any or all proposals that materially differ from any terms contained in this RFPQ 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.
2. Any proposal that contains false or misleading information may be disqualified by the County.
3. The County reserves the right to award to a single or multiple Contractors.

4. The County has the right to decline to award a contract in whole or any part thereof for any reason.
5. BOS approval to award a contract is required.
6. A contract must be negotiated by the intended awardee prior to BOS approval.
7. Final terms and conditions shall be negotiated with the Bidders recommended for award. The successful Bidders may request a copy of the Master Agreement template from the ACBHD RFPQ contact. The template contains the agreement boilerplate language only.
8. The RFPQ specifications, terms, conditions, Exhibits, 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 RFPQ.

H. PRICING

Federal and State and local minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

I. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty 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 purchase order (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 will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

J. NOTICE OF INTENT TO AWARD

Qualification of Bidders will be performed by County staff. These staff will evaluate and verify Bidder responses and recommend Bidders for inclusion in the pool of contractors. The Procurement Lead shall notify Bidders of the qualification outcome. Only qualified and approved Bidders will have the opportunity to provide services requested by this RFPQ

At the conclusion of the proposal evaluation process (“Evaluation Process”), all Bidders will be notified in writing by e-mail of the contract award recommendation, if any, by ACBHD. The document providing this notification is the Notice of Intent to Award.

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

- The name of the Bidders being recommended for contract award;
- The core service categories the Bidder is approved for, if any; and
- The names of all other Bidders that submitted proposals.

At the conclusion of the RFPQ response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will 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/s with redactions as appropriate.

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

K. TERM/TERMINATION/RENEWAL

The term of the award which may be awarded pursuant to this RFPQ will be one year, from July 1, 2025 to June 30, 2026.

III. APPENDICES

A. GLOSSARY & ACRONYM LIST

Agreement	The formal contract between ACBHD and Contractor.
ACBHD	Alameda County Health, Behavioral Health Department, a department of the Alameda County Health.
Bid	A Bidders' response to this Request; used interchangeably with proposal.
Bidder	The specific person or entity responding to this RFPQ.
Board	Shall refer to the County of Alameda Board of Supervisors.
CalAIM	California Advancing and Innovating Medi-Cal is a broad transformation of Medi-Cal to create a more coordinated, person centered, and equitable health system.
CARE Court	Community, Assistance, Recovery and Empowerment (CARE) Court is a framework to provide comprehensive treatment, housing, and support services to Californians with complex behavioral health care needs.
Community-Based Organization (CBO)	A non-governmental organization that provides direct services to beneficiaries.
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract.
County	When capitalized, shall refer to the County of Alameda.
Federal	Refers to United States Federal Government, its departments and/or agencies.
Mental Health Services	Individual, family or group services or interventions that are designed to provide information on mental health issues, reduction of mental disability and/or improvement or maintenance of functioning.
Mental Health Services Act (MHSA)	Proposition 63, also known as the Mental Health Services Act, passed by the California voters in November 2004. The MHSA provides funding to counties to expand mental health services to those who are unserved or underserved.
MHSA WET	MHSA funding category: Workforce Education and Training
MHSA CSS	MHSA funding category: Community Services and Supports
MHSA CFTN	MHSA funding category: Capital Facilities and Technological Needs
Outcomes	The extent of change in attitudes, values, behaviors, or conditions between baseline measurement and subsequent points of measurement. Depending on the nature of the intervention and the theory of change guiding it, changes can be short, intermediate, and longer-term outcomes.

Proposal	Shall mean Bidder’s response to this RFPQ; used interchangeably with bid.
Proposition 1	Behavioral Health Services Act (BHSA) transforms Behavioral Health (BH) funding to those with the most significant mental health needs, expands housing, BH workforce and oversight.
Qualified	Competent by training and experience to be in compliance with specified requirements.
Request for Pre-Qualifications (RFPQ)	Shall mean this document, which is the County of Alameda’s request for pre-qualifications to provide the services being solicited herein; also referred herein as RFPQ.
Response	Shall refer to Bidder’s proposal submitted in reply to RFPQ.
Senate Bill (SB 43)	An act to amend section 1799.111 of the Health and Safety Code and sections of the Welfare and Institutions Code to expand the definition of “gravely disabled”.
SLEB	Small Local and Emerging Business
State	Refers to State of California, its departments and/or agencies.
SUD	Substance Use Disorder

B. INSURANCE REQUIREMENTS

Insurance certificates 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 stated in the RFPQ, 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 RFPQ.

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

*****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 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 Endorsements and Conditions:	
<ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, 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 and volunteers and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. 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. 3. 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 effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. 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. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. 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. 7. 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. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Alameda County - ACBH, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606 	

Certificate C-2C with EO

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(Rev. 03/24/15)

C. BID SUBMISSION CHECKLIST

All of the specific documentation listed below is required to be submitted with the Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- Exhibit A: Bidder Information and Acceptance:**
Bidders must select one box under Item 10 of Exhibit A Bidder Information and Acceptance Form and must fill out and submit a **signed** page of Exhibit A.

- Exhibit C: Exceptions, Clarifications, Amendments:**
Indicate all Bidder's exceptions to the County's requirements, conditions and specifications as stated within this RFPQ.
THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.

- SLEB Partnering Information Sheet:**
Every Bidder must fill out and submit a signed SLEB Partnering Information Sheet in the Bid Template, indicating their SLEB certification status.

- Bid Response Template:**
Bidder should complete all sections of this document, including the Narrative and Budget sections.

D. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE

Bidder Information and Acceptance

1. The undersigned declares that the proposal documents, including, without limitation, the RFPQ, 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 RFPQ'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 Award/Non-Award have been issued.

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

Bid Protests from any Bidder related to this RFPQ must be submitted in writing to the ACBHD Director located at 2000 Embarcadero Cove, Suite 400, Oakland, CA 94606 Fax: 510.567.8180, Email: BHCSDirector@acgov.org before 5:00 p.m. of the **fifth (5th)** business day **following the date of issuance of the Notice of Intent to Award/Non-Award, 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 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.
- ACBHD 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 ACBHD Director, or designee shall review and evaluate the protest and issue a written decision. The ACBHD 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 ACBHD 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, fax, or US Postal Service mail, and shall inform the Bidder whether or not the recommendation to the Board of Supervisors as stated in the Notice of Intent to 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 ACBHD Director on the Bid Protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: 510.272.6502, Email: OCCR@acgov.org unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose proposal is the subject of the Bid Protest, all Bidders affected by the ACBHD Director's decision on the Bid Protest, and the protesting Bidder have the right to appeal if not satisfied with the ACBHD Director's Bid Protest decision. **All Appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the ACBHD 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 OCCR shall not re-judge the proposals. The appeal to the OCCR 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 OCCR also shall be limited to the grounds raised in the original Bid Protest and the decision by the ACBHD Director. As such, a Bidder is prohibited from stating new grounds for a Bid Protest in its Appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
- The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, CSC members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
- The decision of the Auditor-Controller's OCCR is the final step of the Appeal process. A copy of the decision of the Auditor-Controller's OCCR 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:**
[Debarment & Suspension Policy - General Services Agency - Alameda County \(acgov.org\)](#)
- **Iran Contracting Act (ICA) of 2010:**
[Iran Contracting Act of 2010 \(ICA\) - General Services Agency - Alameda County \(acgov.org\)](#)
- **General Environmental Requirements:**
[General Environmental Requirements - General Services Agency - Alameda County \(acgov.org\)](#)
- **Small Local Emerging Business Program:** <http://acgov.org/auditor/sleb/overview.htm>
- **First Source:** <http://www.acgov.org/auditor/sleb/sourceprogram.htm>
- **Online Contract Compliance System:** <http://acgov.org/auditor/sleb/elation.htm>
- **General Requirements:**
[General Requirements - General Services Agency - Alameda County \(acgov.org\)](#)
- **Proprietary and Confidential Information:**
[Proprietary & Confidential Information - General Services Agency - Alameda County \(acgov.org\)](#)

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 any 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 and fire clearance 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 and fire clearance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include:

- a. An insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP; and
- b. Fire clearance.

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.

EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE			
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 and Date of Organizational Structure		Federal Tax ID Number	
Name		Title	
Phone Number		Fax Number	
Email			
Signature		Title	
Dated this	day of	20	

E. EXHIBIT C: EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

List below requests for clarifications, exceptions and amendments, if any, to the RFPQ 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.

Reference to			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

*Print additional pages as necessary

F. SLEB PARTNERING INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFPQ, 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 20% of the total estimated bid amount in order to be considered for contract award. Bidders are exempt from these SLEB requirements if they are: A) a non-profit organization providing services on behalf of the County directly to County clients/residents; B) a non-profit church or religious organization; C) a public school or university; or D) a government agency.

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.) 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 & Reporting (OCCR). County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

<input type="checkbox"/> 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: _____
<input type="checkbox"/> 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: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____ SLEB Subcontractor Principal Name: _____ SLEB Subcontractor Principal Signature: _____ Date: _____
<input type="checkbox"/> BIDDER CLAIMS EXEMPTION. Note status: _____

Bidder Printed Name/ Title: _____

Bidder Signature: _____ Date: _____