Behavioral Health Department
Alameda County Health

ALAMEDA COUNTY BEHAVIORAL HEALTH DEPARTMENT (ACBHD)
REQUEST FOR PROPOSAL (RFP) 26-09
SPECIFICATIONS, TERMS & CONDITIONS
FOR
BEHAVIORAL HEALTH CONSULTING SERVICES

INFORMATIONAL MEETING/ BIDDERS' CONFERENCES

Date	Time	Location
November 4, 2026	10:00-11:30am	Teams invitation information in Calendar of Events
November 5, 2026	2:00-3:30pm	

PROPOSALS DUE
by 2:00 pm on December 8, 2026
to
County of Alameda OpenGov

Proposals received after this date/time will NOT be accepted

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I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions for Alameda County Behavioral Health Department (hereafter ACBHD or County) to seek proposals to oversee professional consulting, technical assistance, and administrative services as requested by ACBHD[1]. The awarded Contractor shall, with the collaboration of consultants, support the ongoing implementation of the Behavioral Health Services Act (BHSA), as well as other behavioral health initiatives, in compliance with applicable state and federal requirements for ACBHD and/or ACBHD's community partners.

ACBHD intends to award one Standard Services Agreement (SSA) contract to the Bidder selected as the most responsible bidder whose response conforms to the Request for Proposal (RFP), meets the County requirements, and is evaluated as most effectively meeting the needs of the County as described in this RFP. ACBHD has allocated $3,145,668 ($1,048,556 per contract year) for a three-year contract (with the option to extend another two years) through BHSA. Any contract that results from this RFP process may be based on actual costs; prorated for the first fiscal year at the contract start date.

Proposals shall form the basis for any subsequent awarded contract. ACBHD reserves the right to dissolve a contract if/when awarded Contractor materially alters staff, budgets, deliverables and outcomes any time after the contract award.

The County is not obligated to award any contract as a result of this RFP process. The County may, but is not obligated to, renew any awarded contract. Any renewal of an awarded contract shall be contingent on the availability of funds, awarded Contractor's performance, and continued prioritization of the activities and priority populations as defined and determined by ACBHD.

B. BACKGROUND

ACBHD provides mental health and substance use services for people with Medi-Cal and without insurance, and supports people along their path to wellness, recovery, and resilience. With an annual budget of over $830 million, ACBHD administers a behavioral health system in which approximately 80 percent of mental health and 100 percent of substance use services are delivered through contracts with community-based organizations (CBOs).

[1] ACBHD anticipates that the majority of services will be provided by consultants, via subcontracts.

The BHSA was approved by voters in March 2024 as part of Proposition 1 and took effect July 1, 2026. It modernizes and replaces the Mental Health Services Act (MHSA) by establishing a more integrated, equitable, and accountable behavioral health framework statewide. It prioritizes individuals with the most serious mental health needs and expands services to include housing supports, early intervention, and workforce development. BHSA requires counties to realign funding, service delivery, community engagement, and reporting structures.

C. SCOPE/PURPOSE

The Contractor will oversee comprehensive professional consulting, technical assistance, and administrative services to ACBHD through subcontracts with consultants. These services shall support the continued planning, implementation, administration, and ongoing operation of the BHSA programs and services, as well as other applicable behavioral health initiatives including but not limited to, California Advancing and Innovating Medi-Cal (CalAIM), Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) Initiative, and the Affordable Care Act specialty behavioral health requirements. Any subcontracted consultant engagement shall require prior written approval by ACBHD before commencement of services. Contractor responsibilities regarding subcontracting are included in the General Provisions of the Standard Services Agreement[2].

Specifically, the Contractor, in close collaboration with ACBHD, will:

a. Fulfil fiduciary responsibilities/fund management services as a fiscal agent or program sponsor;
b. Identify, develop, and implement strategies that promote compliant and effective behavioral health service delivery across County-operated and contracted systems, in accordance with applicable local, state, and federal laws, regulations, and guidance;
c. Provide technical assistance to ensure effective implementation and ongoing operational compliance with all laws and regulations governing services;
d. Plan and facilitate cross-departmental and stakeholder engagement, including the development of communication structures, coordination processes, and supporting materials for effective planning and implementation;
e. Plan and perform evaluation and assessment activities, including the collection and analysis of qualitative and quantitative program performance data to support monitoring, reporting, and continuous quality improvement; and;
f. Support and strengthen County's readiness, compliance, and long-term sustainability.

[2] Standard Services Agreement

D. BIDDER MINIMUM QUALIFICATIONS

To be eligible to participate in this RFP, Bidders must successfully demonstrate in their proposal how they meet the following Bidder Minimum Qualifications:

1. Bidder must have been regularly and continuously engaged in supporting professional consulting, technical assistance, and administrative services to a government entity (city, county, state, or federal) related to behavioral health service delivery for at least six of the past ten years; and
2. Bidder must have demonstrated experience fulfilling fiduciary responsibilities as a fiscal administrative agent and/or sponsor for at least six of the past ten years.

Bidders are eligible to participate in the RFP process if they meet the Bidder Minimum Qualifications. Please note, ACBHD will disqualify proposals that:

- Do not clearly demonstrate that Bidder meets each of the specified Bidder Minimum Qualifications
- Exceed the contract maximum amount
- Are unreasonable and/or unrealistic in terms of budget, as solely determined by ACBHD
- Exceed the maximum page limit as defined in the Bid Response Template

Disqualified proposals will not be evaluated by the Evaluation Panel and will not be eligible for contract award under this RFP. ACBHD has the right to accept all or part of the proposed program model at its discretion.

E. SPECIFIC REQUIREMENTS

The scope of work for awarded contracts from this RFP will include conformance with all of the following throughout the program period, as needed:

1. At the request of ACBHD, the awarded Contractor shall oversee technical assistance, administrative services, professional consultation, and/or payment to consultants. The consultants that the awarded Contractor may enter into subcontracting agreements with are not known at the time of contract award.

2. Contractor shall make payments to consultants pursuant to the following provisions:
   - Payment for services provided by consultants shall be made in a timely manner, within thirty days of receipt of the approved invoice via the approved reimbursement mechanism and/or rates; and
   - Up to twenty percent of the total contract award shall be allocated for administrative fees for the awarded Contractor managing the services provided by consultants, to be negotiated and approved after contract award, inclusive of all overhead costs.

3. Contractor will prepare written progress reports on a quarterly basis summarizing the status of implementation activities. Reports shall detail, as applicable:

   - Description of activities performed;
   - Rationale for initiatives not implemented or delayed;
   - Technical assistance provided; and
   - Outcomes achieved or anticipated outcomes.

   At the request of ACBHD, Contractor will modify the reporting format, frequency, and/or specific information to be included to meet programmatic or oversight needs.

II. INSTRUCTIONS TO BIDDERS

A. COUNTY CONTACTS

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

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

- The ACBHD website ACBHD Requests for Proposals website and
- The General Services Agency (GSA) websiteAlameda County GSA contracting opportunities

The evaluation phase of the competitive 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, 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 (RFP) Issued	Thursday, October 15, 2026	
Bidder's Written Questions Due	By 5:00 pm on the day of 2nd Bidders' Conference – ACBHD strongly encourages Bidders to submit written questions earlier.	
1st Bidders' Conference	Wednesday November 4, 2026 10:00-11:30am	**Join via Teams** Meeting ID: 257 428 323 975 541 Passcode: UH6Ba6QS **Join via Phone** 1 (415) 915-3950 1 (888) 715-8170 Phone conference ID: 570 114 822
2nd Bidders' Conference	Thursday November 5, 2026 2:00-3:30pm	**Join via Teams** Meeting ID: 298 938 179 270 358 Passcode: Fj2dS936 **Join via phone** 1 (415) 915-3950 1 (888) 715-8170 Phone conference ID: 512 959 753
Addendum Issued	Thursday, November 19, 2026	
Proposals Due	**Tuesday, December 8, 2026**	
Review/Evaluation Period	December 8, 2026 – January 21, 2027	
Oral Interviews (as needed)	Thursday, January 21, 2027	
Award Recommendation Letters Issued	February 4, 2027	
Board Consideration Award Date	June 2027	
Contract Start Date	July 1, 2027	

Note: *Award Recommendation, Board Agenda and Contract Start dates are approximate. Other dates are 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 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, Bidders must meet the County's SLEB requirements, at the time of bid submission to be considered for the contract award[3]. 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:
Alameda County SLEB program overview

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.

For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 541611 and 541618.

If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.

If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

The County also encourages participation by minority and women-owned businesses, although preference points are not awarded for these types of businesses.

D. BIDDERS' CONFERENCES

ACBHD strongly recommends that Bidders thoroughly read the RFP and submit any initial questions in writing to the specified RFP contact, prior to attending any Bidders' Conferences. ACBHD shall hold two Bidders' Conferences. Bidders' Conferences will be held to:

- Provide an opportunity for Bidders to ask specific questions about the program and request RFP clarification; and

[3] Bidders who do not meet SLEB requirements may request a waiver.

- Provide the County with an opportunity to receive feedback regarding the program and RFP.

ACBHD shall respond to written questions submitted prior to the Bidders' Conferences and verbal or written questions received at the Bidders Conferences, in accordance with the Calendar of Events, and whenever possible at the Bidders' Conferences. ACBHD shall address all questions and include the list of Bidders' Conferences attendees in an Addendum following the Bidders Conferences in accordance with the Calendar of Events section of this RFP.

Bidders are not required to attend the Bidders' Conferences. However, attendance to at least one Bidders' Conference is strongly encouraged in order to receive information to assist Bidders in formulating proposals.

Failure to participate in a Bidders' Conference shall in no way relieve the Bidder from furnishing program and services requirements in accordance with these specifications, terms and conditions and those released in any Addenda.

E. SUBMITTAL OF PROPOSALS/BIDS

1. All proposals must be received electronically by ACBHD **no later than 2:00 pm on the due date specified on the RFP cover and Calendar of Events in this RFP**. ACBHD cannot accept late proposals. Any proposals received after stated time and/or date or at an email address other than the stated address cannot be considered and shall be returned to the Bidder unread/unopened.

   All proposals must be received and time stamped at the stated delivery address prior to the time designated. ACBHD's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bidders must submit proposals which clearly state Bidder and RFP name. Proposals shall include:
   a. A single PDF copy of the proposal. Proposal is to be clearly marked on the cover, and
   b. An Excel copy of the completed Budget Worksheet.

   Bidders shall ensure that proposals are:
   - Single spaced
   - 1-inch margins
   - 11-point Arial font
   - Conform to the maximum page limits

3. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of proposal.

4. Submitted proposals shall be valid for a minimum period of eighteen months.

5. All costs required for the preparation and submission of a proposal shall be borne by Bidder.

6. 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 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.).

7. All other information regarding proposals shall be held as confidential until such time as the CSC/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 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 emailed 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.

8. 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.

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 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 assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

10. 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.

11. 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.

12. 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).

13. 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.

F. RESPONSE FORMAT/PROPOSAL RESPONSES

Bidders may use the provided Bid Response Packet to address and complete your proposals and must submit all signed statements contained within the Bid Response Packet. The person(s) administering the competitive process will review each proposal for completeness against the RFP requirements and ensure that responses conform to a **total page maximum of eight,** not including exhibits and attachments. 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 RFP 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 viewed by the Evaluation Panel. Any material deviation from the requirements may be cause for rejection of the proposal, as determined at ACBHD's sole discretion.

G. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Bidder Minimum Qualifications, Completeness of Response, Conformance to Page Limitations, and Debarment and Suspension) shall be evaluated by the CSC/Evaluation Panel. The CSC/Evaluation Panel may be composed of County staff and other individuals who may have expertise or experience in the RFP content. The CSC/Evaluation Panel shall score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for recommendation shall be within the sole judgment and discretion of the CSC/Evaluation Panel.

All contact during the evaluation phase shall be through the ACBHD 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.

The CSC will evaluate each proposal meeting the minimum qualifications and requirements set forth in this RFP. 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, shall 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 up to one (1) Standard Services Agreement contract to the responsible Bidder whose response conforms to the RFP and whose proposal 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 demonstrates 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 proposal.

The basic information that each proposal section should contain is specified 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 in II. F. 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 services being solicited.

Each of the Evaluation Criteria below shall be used in ranking and determining the quality of proposals. Proposals shall be evaluated according to each Evaluation Criteria and scored on a zero to five-point scale shown in Table 1. The scores for all the Evaluation Criteria shall be added according to their assigned weight, as shown in Table 2, to arrive at a weighted score for each

proposal. A proposal with a high-weighted total shall be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any program is five hundred fifty (550) points including the possible fifty (50) points for local and small, local and emerging, or local preference points (maximum 10% of final score).

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 oral interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, and oral interview.

If the two-stage approach is used, the two or three Bidders that receive the highest preliminary scores and with at least 200 points shall be invited to participate in an oral interview. Only the Bidders meeting the short list criteria shall proceed to the next stage. All other Bidders shall be deemed eliminated from the process. All Bidders shall be notified of the short list participants; however, the preliminary scores at that time shall not be communicated to Bidders.

The zero to five-point scale range is defined in Table 1.

Table 1

Score	Label	Description
0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score shall 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 shall 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 for this RFP are contained in Table 2.

Table 2

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
1. TITLE AND TABLE OF CONTENTS	Pass/Fail
2. Signed Statements: • Exhibit A: Bidder Information and Acceptance • SLEB Partnering Sheet • Exhibit B: Exceptions, Clarifications and Amendments	Pass/Fail
3. ORGANIZATIONAL CAPACITY AND REFERENCES	
a. Debarment and Suspension To be considered for contract award, the Bidder and its principal may not be identified on the list of Federally debarred, suspended or other excluded parties located at: SAM.gov federal exclusions information •	Pass/Fail
b. References How do the Bidder's references respond to the following: • Bidder's capacity to perform the services as stated; • Areas in which Bidder did well and areas in which bidder could have improved (if applicable); • Communication and responsiveness, reporting and invoicing, training, customer service, compliance with program, legal, and/or funding requirements, documentation and reliability on a scale of one to five; • Whether the project was completed on time and on budget; • Capacity and ability to meet program or contract deliverables; • Understanding of the project and need; • References' overall satisfaction with Bidder; • References' comfort with recommending the Bidder to Alameda County; • Whether Bidder would be used again by Reference; and • Any other information that would assist in Alameda County's work with the Bidder.	10
4. LETTER OF TRANSMITTAL/ EXECUTIVE SUMMARY	
Complete and submit a synopsis of the highlights and benefits of each proposal.	
5. *BIDDER MINIMUM QUALIFICATIONS*	
• Bidder must have been regularly and continuously engaged in supporting professional consulting, technical assistance, and administrative services to a government entity (city, county, state, or federal) related to behavioral health service delivery for at least six of the past ten years; and	Pass/Fail

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
• Bidder must have demonstrated experience fulfilling fiduciary responsibilities as a fiscal administrative agent and/or sponsor for at least six of the past ten years.	
6. BIDDER EXPERIENCE, ABILITY AND PLAN	
a. The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder's response to following questions will become the total score under the **Description of Relevant Experience**.	
• To what extent does the Bidder have experience overseeing consulting, technical assistance and administrative services relevant to the RFP? • To what extent does the Bidder have experience administrating and monitoring subcontracts for professional consulting services?	25
b. The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder's response to following questions will become the total score under the **Description of Proposed Services**.	
• How well does the Bidder's proposed oversight of professional consulting services support ACBHD's behavioral health initiatives? • How well are the Bidder's proposed services designed to closely collaborate with ACBHD? • How well do the Bidder's proposed services draw on Bidder's experience?	30
c. The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder's response to following questions will become the total score under the **Deliverables and Reports**	
• How well does the Bidder describe capacity and plans to meet the deliverables? • How well does the Bidder describe plans to support the communication and reporting requirements for the project?	15
7. COST	
a. The Evaluation Panel will review the Budget Workbook and the Budget Narrative and assign a score based on how Bidder's proposed program budget aligns with the requirements of the RFP which will become the total score under the **Cost and Budget Narrative**.	
i. Cost • The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost.	10
ii. Budget Narrative • How well does Bidder's cost capture all activities and staff needed to meet the services requested? • How clear, realistic and reasonable are costs in relation to the services to be provided?	10

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
ORAL INTERVIEW, IF APPLICABLE Criteria are created with the CSC/Evaluation Panel	Pass/Fail
Preference Points, If Applicable	
Local (not CLEB certified)	5%
SLEB certified	An additional 5%

H. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to a successful Bidder ("Contractor"), the CSC and/or other 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, Contractors' 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 CSC/Evaluation Panel shall be ranked in accordance with the RFP section II.G. of this RFP.

2. The CSC shall recommend award of a contract to the Bidder who, in its opinion, has submitted the proposal that best 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 proposals 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. Any proposal that contains false or misleading information may be disqualified by the County.

5. The County reserves the right to award to a single or multiple Contractors.

6. The County has the right to decline to award a contract in whole or any part thereof for any reason.

7. BOS approval to award a contract is required.

8. A contract must be negotiated by the intended awardee prior to BOS approval.

9. Final terms and conditions shall be negotiated with the Bidder recommended for award. The successful Bidder may request a copy of the Master Agreement template from the ACBHD RFP contact. The template contains the agreement boilerplate language only.

10. The RFP 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 RFP.

J. PRICING

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

K. 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 and approval 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.

L. NOTICE OF INTENT TO AWARD

At the conclusion of the proposal evaluation process ("Evaluation Process"), all Bidders will be notified in writing by e-mail, fax, or US Postal Services 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 Bidder being recommended for contract award; and
- The names of all other Bidders that submitted proposals.

At the conclusion of the RFP 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.

M. TERM/TERMINATION/RENEWAL

The term of the contract, which may be awarded pursuant to this RFP, will be three (3) years, including any pro-rated portion of the current Fiscal Year, and an option to extend for another two (2) years, and may be renewed thereafter, contingent on the availability of funds, Contractor's performance, continued prioritization of the activities and priority populations, as defined and determined by ACBHD.

III. APPENDICES

A. BID RESPONSE PACKET

B. EXHIBIT C: INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of bid submission; however, by signing Exhibit A – Bidder Information and Acceptance, the Bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, 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 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: $1,000,000 per accident for bodily injury or disease
D.1	**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
D.2	**Cyber Liability** Contractor shall maintain cyber liability to cover claims regarding privacy violations, information theft, damage or destruction of electronic information, intentional and/or unintentional release of State and/or private information, alteration of electronic information, extortion and network security.	$2,000,000 per occurrence $4,000,000 project aggregate

Endorsements and Conditions:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of 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 representatives.
   - State of California, its officers, agents and employees with respect to work performed under the contract.
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 five 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. **SITE ADDRESSES:** If sites are listed in the Certificates of Insurance (COIs), then the COIs must list all sites in this Agreement versus a partial list. A listing of sites is not required.
4. **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.
5. **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.
6. **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.
7. **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:
   - 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".
8. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written Notice to the County and State of cancellation.
9. **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 required certificate(s) and endorsements must be sent as set forth in the Notices provision.

Certificate C-2C with EO (ACBHD) Page 1 of 1 (Rev. 03/05/26)