



**COUNTY OF ALAMEDA
GENERAL SERVICES AGENCY-PURCHASING**

**ADDENDUM No. 1
to
RFP No. 19
For
EMS Consultant**

**Specification Clarification/Modification and Recap of the Networking/Proposers Conferences
Held on October 18, 2006 and October 19, 2006**

NOTICE TO BIDDERS

THIS COUNTY OF ALAMEDA, GENERAL SERVICES AGENCY (GSA), RFP ADDENDUM HAS BEEN ELECTRONICALLY ISSUED TO POTENTIAL BIDDERS VIA E-MAIL. E-MAIL ADDRESSES USED ARE THOSE IN THE COUNTY'S SMALL LOCAL EMERGING BUSINESS (SLEB) VENDOR DATABASE OR FROM OTHER SOURCES. IF YOU HAVE REGISTERED OR ARE CERTIFIED AS A SLEB PLEASE ENSURE THAT THE COMPLETE AND ACCURATE E-MAIL ADDRESS IS NOTED AND KEPT UPDATED IN THE SLEB VENDOR DATABASE. THIS RFP ADDENDUM WILL ALSO BE POSTED ON THE GENERAL SERVICES AGENCY (GSA) CONTRACTING OPPORTUNITIES WEBSITE LOCATED AT [HTTP://WWW.ACGOV.ORG/GSA/PURCHASING/BID_CONTENT/CONTRACTOPPORTUNITIES.JSP](http://www.acgov.org/gsa/purchasing/bid_content/contractopportunities.jsp).

The following Sections have been modified to read as shown below. Changes from the version that was originally included with the RFP are indicated in ~~strikeout~~ for deletions and **highlighted** and **bold** for additions.

Section III, Paragraph J, Submittal of Bids, Item 3:

3. Bidders are to submit **an original plus 12 copies** of their proposal. Original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, **not** bound.

Responses to Written Questions

- Q1) Is the checklist Exhibit M intended to be used as the Table of Contents for the bidder's proposals?
- A1) **The checklist Exhibit M is intended to be used as a tool to ensure that all necessary documentation and submittals are included in the response. The first step in the evaluation process is the review for completeness. This checklist will help you in preparing your response to indicate that all supporting documents that satisfies the bid and it's requirements are present. It is not intended to replace the Table of Contents.**
- Q2) Is there a limitation to the size of the proposals (e.g. number of pages)?
- A2) **No. However, please keep in mind that the checklist may detail the maximum number of pages that are allowed for each type of submittal being requested. As long as the response provides enough detail and explanation in response to the scope, specific requirements, deliverables, and expectations sought by the bid, there is no maximum size standard for this bid. It is preferred that the bidder keep his/her response concise, clear, and complete.**
- Q3) On page 3 of Exhibit J (Draft) County of Alameda Standard Services Agreement it says, *“Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.”* Would it be possible for the County to provide us with a copy of the standards required by the County agency concerned?
- A3) **Exhibit J (Draft) included in the bid is only a draft Agreement to allow the vendors to see the County standard agreement terms. It is only a sample and it includes boilerplate language that the County uses on most contracts. The standards being referred to are the expectations of the County within the parameters of the bid requirement. Additional detail shall be provided by the County Agency at final contract.**

Responses to Verbal Questions

- Q4) How much time is required to receive Small, Local, and Emerging Business (SLEB) certification?
- A4) **If the Business Outreach and Compliance Office (BOCO) receives a complete packet, then it may just be a matter of a few days. If BOCO receives an *incomplete* packet and the office continually request additional documents, it could take thirty (30) days or more. Somewhere between the thirty-fifth (35th) and the forty-fifth (45th day), if it's**

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an incomplete application, we will deny it. At that point, if the bidder is being considered for an award, and the bidder is required to partner with a SLEB, then the bidder will be advised to choose another SLEB partner.

Q5) In order for a firm to be considered local, the business must have a valid business office in Alameda County for at six (6) months?

A5) **Yes. A minimum of six (6) months and that's verifiably in the County.**

Q6) Is the First Source (Exhibit H) program applicable to all vacancies within our company regardless of the location or is it only applicable to employment we have within the County?

A6) **First Source is applicable to anything that is domestic. This means within the United States. While the County enforces it for local firms, the County would not enforce it outside of the reasonable commutable area. The bidder still has the option to use it. The County enforces it to the extent that the job opportunity is within a reasonable commute. For out of County or out of State bidders, the organization may register with the service, and if anyone would like to relocate, that individual would know that there is an opening. The First Source program is an agreement to interview only and bidders are not obligated to hire.**

Q7) In Exhibit M, page 3 of 5, Section "J," under references. We can list five (5) current clients, what is the value of the references if they're "current"? It would be unlikely to get a very solid reference at that point.

A7) **Exhibit D1 and D2 of the bid asks for five (5) current and five (5) former references. "Former" would mean you have recently completed doing business with that particular client or have done business with in the past. "Current" references are clients that you may be in the middle of a project at this time. The value of listing the current references (Exhibit D-1) is not so much about the project result. It also provides the bidder a reference to its current progress, quality, and responsiveness at its early stages. It is also helpful in indicating potential issues which arose and resolved at the early phases.**

Q8) Have there been any proposals or reports from fire chiefs, the fire chief association or other entities, not in response to the RFP, but as far as system studies? Have there been any formal documents coming from those agencies? A lot of systems that we've been in, there's been a proposal put forward by various entities saying,

A8) **There are no formal proposals originating from these agencies.**

Q9) Is the EMS plan that was turned into the State in 2005 available online?

A9) **Yes. It is available on the EMS website, www.acgov.org/ems, under "Documents, Reports and Forums."**

Q10) The RFP speaks about the inequity of the four (4) transported fire services and the First Responder Advance Life Support (FRALS) not getting the FRALS fees. Is that the

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perceived inequity that Albany, Piedmont, Alameda and Berkeley are doing the first response, but are not getting the FRALS?

A10) The inequity in this is that the transporting fire departments do not receive FRALS monies from the County. Of those transporting fire departments, three of the four, Berkeley would be the one out, provide FRALS engines. Berkeley does not provide FRALS engines, but all four transport.

Q11) The RFP speaks about one of the requirements being a financial assessment of the current transport provider. This could be anything from looking at their financial ability to carry on their operations to a full-blown audit. Please clarify the expectation regarding the financial assessment. Is it expected from a “businessman’s” evaluation of the provider to lend some assurance that the transport provider will be able to continue on a financial basis or do we need to budget in an audit?

A11) The expectation is to be able to analyze and make an assessment of their ability to carry on their business and the ability to look at them from a stand-point that requests their books and their audited books. The bid does not specify that a full-fledged audit would be necessary.

Q12) Is the financial assessment basic access and validation?

A12) Yes.

Q13) Have there been any specific questions or directions from the Alameda County Board of Supervisors (BOS) as far as this RFP process?

A13) They have approved the RFP process, that we go forward with it, and they’ve acknowledged its existence. The BOS did not initiate it.

Q14) Has the contract evaluation committee been established? Can you give me a broad idea of the size and the type of the membership?

A14) The members are the stakeholders. The stakeholders consist of four(4) fire chiefs, two(2) city managers and the EMS staff.

Q15) Any thoughts about affordability? Is there an amount the County has identified or is it looking at what it’s going to take to do this job?

A15) The County is looking at what it is going to take to do the job.

Q16) Please clarify what is meant to be defined as “good standing in California.” For example, we are a Delaware limited liability company with primary offices in Missouri, is there a requirement that we sign up to be a foreign corporation for California?

A16) [GSA will address]

Q17) Is the fire labor in Alameda County the International Association of Fire Fighters (IAFF)?

A17) Yes.

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Q18) Does the fire labor have multiple locals? What is the breakdown?

A18) Yes. Fourteen (14) departments, fourteen (14) locals. There are three (3) of the departments are under one local.

The following participants attended the Bidders' Conferences:

Company Name	Representative	Contact Information
Fitch & Associates	Richard A. Keller	Phone: (816) 431-2600
		E-Mail: rkeller@emprize.net
		Prime Contractor: X
		Subcontractor:
		SLEB:
Abaris Group	Bill Bullard	Certified SLEB:
		Phone: (925) 933-0911
		E-Mail: bullard@abarisgroup
		Prime Contractor: X
		Subcontractor:
		SLEB:
		Certified SLEB:

COUNTY OF ALAMEDA, GENERAL SERVICES AGENCY-PURCHASING EXHIBIT A – BID ACKNOWLEDGEMENT

RFP No. 19, Addendum #1

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

- 1. Preparation of bids: (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. Taxes and freight charges: (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
4. Award: (a) Unless otherwise specified by the bidder or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within one hundred twenty (120) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. Samples: Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
7. Rights and remedies of County for default: (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b)Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. Discounts: (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.
9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it 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. No guarantee or warranty: The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

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

Firm:
Address:
State/Zip

By: Date Phone

Printed Name Signed Above:

Title:

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EXHIBIT L RFP VENDOR BID LIST

Below is the Vendor Bid List for this project consisting of vendors who have responded to RFI #19 and/or been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business partnering relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program (described within this RFP). For additional information regarding the SLEB Program, please visit our website at <http://www.acgov.org/gsa/sleb/> and/or contact Linda Moore, Business Outreach Officer, at Linda.Moore@acgov.org, or (510) 208-9717.

Vendors who attended the Networking/Bidders Conferences have been added to the Vendor Bid List. Please see the RFP sections entitled 'Calendar of Events' and 'Networking/Bidders Conferences' for additional information. The Networking/Bidders Conferences scheduled for all current projects are posted on the GSA Calendar of Events website at <http://www.acgov.org/gsa/Calendar.jsp>. This RFP Addendum is being issued to all vendors on the Vendor Bid List; the following revised vendor list includes contact information for each vendor attendee at the Networking/Bidders Conferences.

EMS Consultant Vendors (No. 19)							
Business Name	Street Address	City	St	Zip	Contact	Phone No.	Email Address
The Abaris Group	700 Ygnacio Valley Rd.	Walnut Creek	CA	94596	Mike Williams	888-EMS-0911	mwilliams@abarisgroup.com ; bbullard@abarisgroup.com
The Polaris Group	273 North Dogwood Trail	Southern Shores	NC	27949	David Shrader	252 441-8844	PolarisEMS@aol.com
Fed Sources, Inc.	8400 Westpark Drive	McLean	VA	22102	Caren Jimenez	703-610-8766	JimenezC@FedSources.com
Integral Performance	5544 Whisper Creek Ln	Wilmington	NC	28409	Todd Hatley	919-656-5700	Todd@onlineIPS.com
Fitch & Associates	303 Marshall Rd, Box 170	Missouri		64079	Richard A. Keller	816-431-2600	rkeller@emprize.net
Pursuit North	880 Howe Road, Suite A	Martinez	CA	94553	Mary Pagliero	925-370-2144	pursuitnorth@sbcglobal.net