COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL NO. 19

SPECIFICATIONS, TERMS & CONDITIONS
For
EMERGENCY MEDICAL SERVICES (EMS)
CONSULTANT

NETWORKING/BIDDERS CONFERENCES
At
2:00 p.m.
on
October 18, 2006
At
1000 San Leandro Blvd., #200
San Leandro, CA 94577

10:00 a.m.
on
October 19, 2006
At
1401 Lakeside Dr., #201
Oakland, CA 94612

For complete information regarding this project see RFP posted at
http://www.acgov.org/jsp_app/gsa/purchasing/bid_content/contractopportunities.jsp
or contact the person listed below. Thank you for your interest!

Contact Person:  Mel Go, Contracts Specialist
Phone Number:  (510) 208-9610
Email Address:  melbourne.go@acgov.org

RESPONSE DUE
By
2:00 p.m.
On
November 29, 2006
At
Alameda County, GSA-Purchasing
1401 Lakeside Drive, Suite 907
Oakland, CA  94612
COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL NO. 19
SPECIFICATIONS, TERMS & CONDITIONS
For
EMS CONSULTANT

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I. **ACRONYM AND TERM GLOSSARY**

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALS</td>
<td>Shall mean Advanced Life Support.</td>
</tr>
<tr>
<td>ALCO-CMED</td>
<td>Shall mean Alameda County Regional Emergency Communications Center</td>
</tr>
<tr>
<td>AMR</td>
<td>Shall mean American Medical Response</td>
</tr>
<tr>
<td>Bid</td>
<td>Shall mean the bidders’/contractors’ response to this Request.</td>
</tr>
<tr>
<td>Bidder</td>
<td>Shall mean the specific person or entity responding to this RFP.</td>
</tr>
<tr>
<td>BLS</td>
<td>Shall mean Basic Life Support</td>
</tr>
<tr>
<td>Board</td>
<td>Shall refer to the County of Alameda Board of Supervisors.</td>
</tr>
<tr>
<td>CAD</td>
<td>Shall mean Computer Aided Dispatch</td>
</tr>
<tr>
<td>CAAS</td>
<td>Shall mean Commission on Accreditation of Ambulance Services</td>
</tr>
<tr>
<td>CCT-P</td>
<td>Shall mean Critical Care Transport Paramedic</td>
</tr>
<tr>
<td>CISD</td>
<td>Shall mean Critical Incident Stress Debriefing program</td>
</tr>
<tr>
<td>CSC</td>
<td>Shall refer to County Selection Committee.</td>
</tr>
<tr>
<td>Contractor</td>
<td>When capitalized, shall refer to selected bidder that is awarded a contract.</td>
</tr>
<tr>
<td>County</td>
<td>When capitalized, shall refer to the County of Alameda.</td>
</tr>
<tr>
<td>EAP</td>
<td>Shall mean Employee Assistance Program</td>
</tr>
<tr>
<td>EMD</td>
<td>Shall mean Emergency Medical Dispatch</td>
</tr>
<tr>
<td>EMD-Q</td>
<td>Refers to a higher certification standard for EMD</td>
</tr>
<tr>
<td>EMS</td>
<td>Shall mean Emergency Medical Services.</td>
</tr>
<tr>
<td>EMT-I or Emergency</td>
<td>Shall mean a person or individual trained and certified in basic life</td>
</tr>
<tr>
<td>Medical Technician</td>
<td>support care in accordance with the provisions contained in Title 22,</td>
</tr>
<tr>
<td>I or EMT-Basic</td>
<td>California Code of Regulations, Division 9, Chapter 2, et seq.</td>
</tr>
<tr>
<td>EMT-P</td>
<td>Shall mean a person or individual trained and licensed in advanced life</td>
</tr>
<tr>
<td></td>
<td>support care in accordance with the provisions contained in Title 22,</td>
</tr>
<tr>
<td></td>
<td>California Code of Regulations, Division 9, Chapter 4, et seq. and accredited by the County.</td>
</tr>
<tr>
<td>Environmentally</td>
<td>Products manufactured in a manner such that the impact on the environment</td>
</tr>
<tr>
<td>Preferable</td>
<td>is minimized throughout the entire lifecycle of the product by implementing</td>
</tr>
<tr>
<td>Products</td>
<td>sustainable practices during material sourcing, manufacturing, transportation,</td>
</tr>
<tr>
<td></td>
<td>and by providing products that can be used and disposed of in an</td>
</tr>
<tr>
<td></td>
<td>environmentally sound manner.</td>
</tr>
<tr>
<td>EOA</td>
<td>Shall mean Exclusive Operating Area</td>
</tr>
<tr>
<td>EPA</td>
<td>United States Environmental Protection Agency.</td>
</tr>
<tr>
<td>Federal</td>
<td>Refers to United States Federal Government, its departments</td>
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</tbody>
</table>
II. STATEMENT OF WORK

A. INTENT

The intent of these specifications, terms and conditions is to gather proposals from qualified professional consultants to 1) assess the current EMS system and make recommendations for system improvements, 2) conduct a competitive selection process resulting in an emergency ambulance contract(s). Implementation of the new contract will be after the current contract expires. Pending Board of Supervisors approval to extend, the current contract shall be due to expire October 31, 2008.

B. SCOPE

The consultant will be expected to meet with various staff from the EMS Agency, fire services, and other agencies and organizations as may be appropriate in order to produce an ambulance service plan and RFP that will meet the objectives of:
(a) Preserving a high level of emergency medical response throughout the county, and
(b) Better integrating emergency ambulance and first responder services.

The project will be conducted in three phases:

- Phase One will include system design and technical support to the County in preparation of an ambulance RFP.
- Phase Two will consist of technical support to the County in designing and conducting a competitive selection process, in reviewing proposals, and in making a recommendation to the Board of Supervisors.
- Phase Three will include technical assistance to the County in the negotiation of the ambulance service contract(s).

C. BACKGROUND

1. **Description Of The County** - Alameda County (County) is one of nine counties that make up the San Francisco Bay Area. It is located East of San Francisco across the Oakland Bay Bridge. The County has a population of approximately 1.4 million. The eastern zone has a low population density and vast expanses of open space, working ranches and agricultural areas. The rest of the County is characterized as urban/suburban.

There is substantial industrial development along the entire length of the western portion of the County. The Bay Area has many commuters and most use automobiles. The Bay Area Rapid Transit District (BART) runs north/south and east/west through the County, and services the Counties of Alameda, Contra Costa and San Francisco. Rush hour traffic is particularly heavy on the four major freeways within the County, Interstates 80, 580, 680 and 880. Alameda County is connected with other counties on the other side of the Bay by three bridges. The Oakland Bay Bridge connects Oakland with San Francisco, and the San Mateo Bridge and the Dumbarton Bridge connect with San Mateo County. The bridges pose a difficult service issue when heavily congested or blocked. Oakland International Airport is one of the fastest growing airports in the country serving more than eight million passengers per year.

Alameda County consists of the following incorporated cities:

<table>
<thead>
<tr>
<th>Alameda</th>
<th>Livermore</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>Newark</td>
</tr>
<tr>
<td>Berkeley</td>
<td>Oakland</td>
</tr>
<tr>
<td>Dublin</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Emeryville</td>
<td>Pleasanton</td>
</tr>
</tbody>
</table>
There are a number of active earthquake faults in the area. Densely populated areas including most of the hospitals are located along the Hayward Fault. The area is also at risk for mudslides and wildfires.

2. **Local EMS Agency Responsibilities And Medical Control** - The Alameda County EMS Director and EMS Medical Director are responsible for system oversight and medical control. The Local EMS Agency (LEMSA) is the local government agency designated to plan, implement, and evaluate the local Emergency Medical Services System. Each LEMSA is charged with implementing statutes, regulations and local policies for the local EMS system. EMS is responsible for procurement of emergency ambulance services for the countywide Exclusive Operating Area (EOA) and for monitoring contract compliance. EMS has authority for dispatching medical resources. Alameda County EMS is a division of the Public Health Department of the Health Care Services Agency.

The EMS Medical Director has statutory and regulatory authority for medical control within the EMS system. Medical control includes the development of prospective medical policies and procedures. The EMS Medical Director monitors compliance with the policies and investigates medical incidents and any possible infractions of the California Health and Safety Code, California Code of Regulations Title 22, and local EMS policies.

The EMS Medical Director also has statutory and regulatory authority for Emergency Medical Dispatch (EMD). This includes the designation of EMD centers and the approval of EMD programs/protocols.

3. **Alameda County EMS Agency and Staff** - The Alameda County EMS Agency was created in 1973. Following the retirement of the first EMS director in 1994, four individuals have held the director’s position. The current director began in October 2005. The EMS Medical Director has been with the Agency since August 1997.

EMS Agency staff includes 24 positions:
4. **Contract For Ambulance Service** - Alameda County began its paramedic emergency ambulance service program as a small pilot project in 1982. Countywide paramedic service was implemented in 1986. In 1990, Alameda County conducted the currently operative emergency ambulance RFP process to select a single paramedic service provider. Prior to that time, paramedic ambulance service was provided by multiple ambulance providers under contract to the EMS Agency. As a result of the 1990 RFP process, American Medical Response (AMR) (then Regional Medical Systems) was awarded a four-year contract with an option for two, two-year extensions. The County approved an additional one year extension in 1998. The current contract with AMR was negotiated in 1999 and is due to expire October 31, 2007. A contract extension for an additional one year shall be before the Board prior to the award of this contract.

The Cities of Albany, Berkeley, Piedmont and Alameda are excluded from the Exclusive Operating Area (EOA) covered by this RFP. The local fire departments in these cities are the primary providers of emergency ambulance service. Historically, the countywide ambulance service contractor has provided backup service within these jurisdictions.

The EMS Agency submitted the most current EMS System Plan Annual Update to the California EMS Authority in 2005 and was approved in June, 2006. Some key features of the current Alameda County EMS system include:
- Emergency Medical Dispatch (EMD) used all areas within the County, with the exception of the cities of Albany, Berkeley, and Piedmont.
- A response time, performance-based emergency ambulance contract.
- A stable and experienced paramedic workforce.
- Fire Department first responder EMT’s and/or paramedics.
- A mature trauma system.
- A single base hospital with physician only consultation for field personnel.
- An injury prevention program focusing on seniors and children.

5. **EMS Funding** - The County’s original timetable called for implementing paramedic service in 1978. However, Proposition 13 passed that year, and the
funding designated for this service was no longer available. The County asked the voters to support an assessment of $10.00 per benefit unit to establish countywide paramedic service. The measure was approved by more than 80% of the voters, and the EMS District was formed in 1984 to oversee and coordinate the EMS assessment.

Following passage of Proposition 218 in November 1996, Alameda County was required to again seek voter approval to maintain funding of the EMS system. Measure “C” went before the voters in June 1997. The voters overwhelming reaffirmed their support of the EMS system by passing Measure “C” by 81.3%. The current assessment is $24.96 per benefit unit.

6. Current EMS System Description –

System Access - Dispatch: 9-1-1 calls for emergency medical services are first received by the particular jurisdiction’s law enforcement Public Safety Answering Point (PSAP). There are nineteen (19) primary PSAP’s within the County. In the cities of Albany, Berkeley and Piedmont, fire and ambulance dispatch are performed by that city’s PSAP. Some of the other PSAP’s transfer calls to one of the two designated medical dispatch centers.

In the areas of the County outside of the cities mentioned above, the PSAP dispatcher transfers selected calls to one of the two designated centers that provide Emergency Medical Dispatch (EMD). The emergency medical dispatcher simultaneously dispatches the ambulance via a Computer Aided Dispatch (CAD) to CAD link and elicits essential information from the caller and provides pre-arrival instructions. There is no call prioritization with the following exceptions:

- In the Cities of Oakland and Emeryville, 9-1-1 calls are answered by the Oakland Police Department and transferred to the Oakland Fire Department. Fire and ambulance dispatch are done simultaneously via CAD. Calls are prioritized and most code 2 responses in the City of Oakland include only the ambulance (no fire department response).

- The Alameda County Regional Emergency Communications Center (ALCO-CMED), located at Lawrence Livermore National Laboratory services the unincorporated areas of the County, the communities of Alameda, Camp Parks, Castro Valley, Dublin, Fremont, Lawrence Berkley National Lab, Lawrence Livermore national Lab, San Leandro, San Lorenzo, Sunol and Union City. Hayward and Newark dispatch their own fire service and subsequently transfer selected callers for EMD and contact ALCO for all ambulance dispatch. Ambulance dispatch is accomplished via direct CAD link to AMR dispatch.

Fire Service Agencies: There are 15 fire service agencies within the County; this includes the four fire service agencies that transport. All firefighters are
certified at a minimum as EMT-I’s. In addition, the transporting and non-
transporting fire departments provide first responder advanced life support
response.

First Responder Advanced Life Support (FRALS) - The FRALS
Departments respond to calls with at least one state licensed and county
accredited paramedic and at least one certified Emergency Medical Technician.
All FRALS departments under contract with the County EMS Agency provide
at least one paramedic on scene in 8 minutes 30 seconds or less 90% of the
time, for which they are compensated monetarily by the County EMS Agency
with funds provided by the contract provider. Currently, departments that
provide first responder ALS and subsequently transport are not compensated
by the County either for first response or transport. Departments that provide
first responded ALS (FRALS) and do not transport are compensated through
the pass-through agreement with AMR. These inequities need to be addressed.

Emergency Ambulance Service - Emergency ambulance service in the
County is provided by the cities of Albany, Berkeley, Piedmont and Alameda,
and the countywide contract provider. 9-1-1 medical response is provided by
either:

- One state licensed and county accredited paramedic and one certified
  Emergency Medical Technician from the contract provider, responding
  with at least one state licensed and county accredited paramedic in
  FRALS contracted areas, or
- Two state licensed and county accredited paramedics in non-FRALS
  areas.

The current contract between the County and American Medical Response is
response-time, performance-based. Financial penalties are levied for all calls
not meeting the response time standard. To remain in compliance with the
contract, AMR must maintain at least a 90% compliance with the response
time standard in each of four distinct communities. Response times are
currently calculated from the time a call is received by AMR until arrival of the
ambulance at the location of the incident. See Exhibit N for current response
time criteria.

The volume of 9-1-1 calls and patient transports has increased every year
since 1990. The table below shows code 2 and code 3 responses and transport
by provider agency. The four transport fire departments respond code 3 to all
calls. Transport numbers exclude patients not transported.

<table>
<thead>
<tr>
<th></th>
<th>Code 2</th>
<th>Code 3</th>
<th>Responses</th>
<th>Transports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alameda</td>
<td>N/A</td>
<td>3935</td>
<td>3935</td>
<td>3059</td>
</tr>
</tbody>
</table>
Service Employees International Union (S.E.I.U.), Local 250 represents AMR’s paramedic workforce. A copy of the current paramedic salary schedule and description of the benefit package may be requested from the EMS Agency.

**Non-Emergency Ambulance Resources:** Several local ambulance companies provide non-emergency ambulance service. The County is working to establish an ambulance ordinance. In the mean time, non-emergency ambulances are restricted from responding to, or transporting patient’s with emergency conditions, unless specifically directed to do so by the County.

**Air Transport Resources:** Three Advanced Life Support (ALS) air ambulance service providers (CALSTAR, Reach, and Life Flight), and two ALS rescue aircraft (CHP and East Bay Regional Parks) regularly respond in the County. The EMS Agency requires air transport responses to be coordinated through ALCO-CMED. The large majority of air transports serve critically injured patients in sparsely populated areas.

**Critical Care Transport Paramedic (CCT-P) Interfacility Transfers** - In March 1998, the Alameda County Board of Supervisors approved a user fee of $10,000.00 for the utilization of paramedics for scheduled inter-facility transfers. The program was developed to provide an alternative means of transferring stable patients who require, or who may require, care within the CCT-P Scope of Practice during transfer. CCT-P units may be used to transfer patients from acute care facilities, or other medical facilities approved by the EMS Medical Director, to other acute care facilities.

Alameda County EMS authorizes and contracts with ambulance companies that meet the training, staffing, equipment and oversight requirements for providing this level of service and who agree to comply with program standards. Program authorization may be denied or withdrawn for failure to comply with program standards or failure to submit required fees. This provision does not supersede contract language in effect with the transporting fire departments giving them authorization to initiate this service as part of their EOA.
**Hospitals:** Twelve (12) hospitals receive patients transported by emergency ambulance services. Field personnel provide a patient report by radio to the receiving hospital while enroute to the hospital. Transport destination for most patients is the hospital of choice. Patients with immediately life-threatening conditions are transported to the closest, most-appropriate facility.

**Medical Control:** There is a single designated base hospital (Alameda County Medical Center - Highland) providing direct medical control to paramedics in the field. The scope of base hospital responsibilities has changed over the past several years resulting in a dramatic decrease in call volume. This decrease is due to many factors including:

- Implementation of provider-based quality assurance/improvement.
- Standing orders for paramedics that requires base contact and consultation with a physician only for complicated presentations.
- Paramedics contact the base physician according to standards established in the EMS Policy and Procedure Manual.

**Trauma System:** The Alameda County Trauma System began in 1987. There are two designated adult Trauma Centers (Alameda County Medical Center and Eden Hospital) and one pediatric Trauma Center (Children’s Hospital - Oakland). Highland Hospital is the designated trauma base and provides medical control on all trauma related requests. Base contact is required only for patients who meet trauma criteria, but in the opinion of the paramedic are stable enough to go to a receiving hospital. Helicopter transports increased from 107 in 2003 to 125 in 2004. A complete database is maintained on all trauma patients.

<table>
<thead>
<tr>
<th>Trauma Center Activations</th>
<th>2003</th>
<th>2004</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>3904</td>
<td>4599</td>
</tr>
<tr>
<td>Highland</td>
<td>1838</td>
<td>1942</td>
</tr>
<tr>
<td>Eden</td>
<td>1609</td>
<td>2084</td>
</tr>
<tr>
<td>Children’s</td>
<td>457</td>
<td>573</td>
</tr>
</tbody>
</table>

*Table 2: Trauma Center Activations – 2003 & 2004*

7. **Current Communications Technology -**

**Radio** – The primary EMS radio communications utilize an 800 MHz system, or a radio system that provides communication with the 800 MHz system. The system has six transmitter/receiver sites and two different coverage areas: local and wide, and three different groups: Group A - EMS channel, Group B - provider channel and Group C - Mutual Aid channel. Implementation of the 800 MHz radio system was in 1997. Fire service agencies operate on a variety
of radio frequencies. There are six VHF frequencies for fire service mutual aid.

D. SPECIFIC REQUIREMENTS

The Contractor selected for this project will need to demonstrate considerable experience in EMS system design and ambulance contracting, including experience in private ambulance systems, fire-based ambulance systems, and mixed systems.

The selected Contractor’s minimum qualification criteria shall include, but are not limited, to the following:

1. Must be able to demonstrate considerable experience in EMS system design and ambulance contracting.

2. Must have experience in private ambulance systems, fire-based ambulance systems, and mixed systems.

3. Must be regularly and continuously engaged in the business of providing EMS system assessment and design during the past five (5) years, including within the State of California.

4. Must have experience that includes EMS systems equivalent to Alameda County in population and services provided.

5. Must have experience in the preparation of a Request for Proposal for emergency ambulance services, and assisting with the selection and negotiations process.

6. Must be able to provide valid and satisfactory references in support of experience and quality of work provided.

Contractor expectations:

The Contractor will be expected to develop standards for a 9-1-1 Transport Provider RFP based on a comprehensive assessment of the EMS system, to include the following:

1. Make recommendations on system configuration models, including dispatch configuration and coordination based on the following:
   a) Existing system configuration models throughout the Country, including public/private partnerships and fire department-based transport systems;
   b) Comparison of those models with the configuration in Alameda County;
   c) Differences or enhancements in those models that could be achieved with system wide MPDS (Medical Priority Dispatch System);
d) Selection/ranking of models that would best “fit” in Alameda County, taking into account future data, Quality Improvement (QI), and dispatch enhancements; and
e) Investigating the feasibility of sending out a system survey with each patient bill.

2. Evaluate and make recommendations on data system development and coordination that include, but not limited to the following:
   a) Strategies for electronic submission of all data fields in the County’s data set to the EMS Agency, including the feasibility of real-time submission of appropriate compliance requirements for printed (and/or downloaded) PCRs left at the hospital during transfer of care, and enforceable penalties for failure to meet compliance;
   b) Standards and strategies for receiving outcome data from hospitals, including consideration of Receiving Hospital contracts that include provisions for EMS data requirements;
   c) Evaluate the strengths and weaknesses of our current data collection practices and make recommendations for improvement;
   d) Contract compliance measurements; and
   e) Enforcement actions.

3. Assess training and education needs, including but not limited to:
   a) Employee Assistance Program (EAP) – have an employee assistance program that provides one-on-one counseling for personal issues or on-the-job related stress issues;
   b) Critical Incident Stress Debriefing Program (CISD) – have a CISD program available at all times to provide immediate counseling and debriefing;
   c) Grief Support Program – train all personnel in a grief support program approved by the County;
   d) Individual Professional Development Plan (IPDP) – each employee must meet at least once a year with his/her supervisor to define job responsibilities, review accomplishments, assess skills and set skill and career development goals;
   e) Clinical Advancement Program – develop an advancement program for paramedics based on clinical competence, teaching, research and other factors;
   f) Safety Programs – provide a safe working environment. Safety programs must include, but are not limited to, programs related to: vehicle design and safety equipment, driving policies and driver training, field safety training, accident and work related injuries programs. Provide Personal Protection Equipment (PPE) according to state and federal standards;
   g) Offer injury prevention training programs to staff and the public. Be involved in community-based activities relative to injury prevention;
h) Disaster preparedness and response – comply with local, state and federal training requirements. Role in disaster and Multicasualty Incident (MCI) covered in another section; and

i) EMS agency oversight of and access to training programs -
   - Provide employee Continuing Education (CE) classes and provide ALCO-EMS with class brochures and calendars.
   - Continue support of Alameda County based EMT training program ride-alongs.
   - Provide paramedic internships to Alameda County based paramedic programs.
   - Provide paramedic preceptor training.

4. Evaluate and make recommendations on financial issues (including reimbursement)
   a) Penalties for contractors who are non-compliant with contracts;
   b) Contract revisions that will have monetary changes;
   c) Financial assessment of current transport provider; and
   d) Advisability of imposing a profit cap.

5. Evaluate and make recommendations on Commission on Accreditation of Ambulance Services (CAAS) Accreditation
   a) Benefits of accreditation by CAAS or comparable organization; and
   b) Financial, political, and time considerations for pursuing CAAS or comparable accreditation;

6. Evaluate and make recommendations on response time standards that include, but are not limited to:
   a) Develop acceptable response time standards for metro vs. rural areas;
   b) Research the use of “Paramedic Quick Response Vehicles” to supplement the 9-1-1 response system;
   c) Strategies to optimize response times (system status vs. 24 hours stations), response during heavy traffic periods, and response during peak 9-1-1 request times;
   d) Financial and political considerations for addition or subtraction of ambulance resources;
   e) Comparison of response time standards for non-EMD vs. EMD dispatch centers;
   f) Strategies to eliminate the provisions for response time “good cause” exemptions; and
   g) Strategies for eliminating extended response times at the end of the month once response time requirements have been met.

7. Provide strategies to develop an all-inclusive EMD system, call prioritization and dispatch, including coordination of non-EMD centers that take into account:
a) Political and financial considerations;
b) Selection/ranking of call prioritization models that could apply to Alameda County, taking into account future system wide enhancements. Substantiate the basis for the recommendations that include cost, feasibility, and labor issues; and
c) Improved strategies for the provision of dispatch QI (Quality Improvement) and oversight.

8. Evaluate and make recommendations on EMS system QI, including dispatch and training program oversight
   a) Baldrige National Quality Program categories and criteria reflected in the RFP;
   b) Clinical and operational benchmarking and research;
   c) Comprehensive quality improvement activities, including internal self-directed, multi-disciplinary project teams;
   d) Participation in the EMS Agency’s Quality Council should field personnel as well as quality management staff;
   e) Provision of reports as requested, including statistical analysis (e.g. Six Sigma tools), such as process capability charts; and
   f) Measure each time interval from time of call to hospital turn-over.

9. Evaluate the EMS agency role in system oversight, contract compliance, and sanctions
   a) Suggestions for EMS staff to efficiently and fairly oversee the contracts;
   b) Monitoring of compliance and execution of contract initiatives;
   c) Evaluation of EMDQ and EMT programs;
   d) Development of corrective action plans and QI Programs;
   e) Promulgation of sanctions and disciplinary actions; and
   f) Develop a plan, in the event of a material breech of the contract to effect an immediate takeover by the COUNTY of the CONTRACTORS business that includes: all personnel, equipment, housing facilities, maintenance facilities or services, communications and dispatch facilities or services, billing services, administrative offices and management services.

10. Ensure consistency, efficacy and fairness between private transport contracts, fire transport contracts, and FRALS contracts (not necessarily identical but complimentary and reasonable.)
    a) Ensure that fire departments that receive FRALS compensation are providing contracted services. Adjust compensation for non-compliance; and
    b) Provide financial compensation to departments that provide value added services, including the four transporting fire departments.
11. Assess the need for a BLS ambulance ordinance including coordination with existing system and recommended components.

12. Evaluate and make recommendations on new programs including but not limited to:
   a) Sobering station (see exhibit Q); and
   b) 5150 transport.

13. Evaluate and make recommendations on the feasibility of requiring the contract provider to participate with the fire departments to:
   a) Establish an expendable medical supply RFP process whereby all participants in the EMS system go to bid on the agreed-upon medical supply standards. Example: Joint Powers Agreement or consortium that jointly assures the standardized medical supplies are agreed upon, purchased and re-stocked by the contract ambulance provider;
   b) Provide materials management personnel to re-supply FRALS agency medical supply caches and ALS units. Contract provider will negotiate the operational component with the Alameda County Fire Chiefs;
   c) Provide and administer a centralized countywide controlled substance restock program for FRALS agencies;
   d) Re-supply FRALS agencies with expendable supplies for approved trial studies and programs that benefit the patient. Example: Life bands for the AutoPulse, Rescue-Pods, bone injection devices, etc; and
   e) Provide on-site training for ambulance transport and FRALS departments on new equipment or supply procedures.

E. DEBARMENT/SUSPENSION POLICY:

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP/RFQ response to ensure bidder, its principle and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify bidder, its principle and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit N attached, certifying bidder, its principle and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.
F. **DELIVERABLES/REPORTS**

1. A system assessment and recommendations based on section D 1-13;
2. Propose standards that reflect not only the technical or logistical feasibility but also take into account incorporation of emergency medical dispatch and maximal benefit to the critically ill or injured patient.
3. Assist, review and prepare an RFP based on approved recommendations from the system assessment and within approved County processes and parameters.
4. Assist with the technical review and evaluation of responses to RFP;
5. Assist with the contract negotiation process; and
6. Any additional recommendations based on the system assessment.

III. **INSTRUCTIONS TO BIDDERS**

G. **COUNTY CONTACTS**

GSA-Purchasing is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Purchasing Department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. **Attempts by Bidder to contact evaluators may result in disqualification of bidder.**

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by October 13, 2006 to:

Mel Go, Contracts Specialist  
Alameda County, GSA-Purchasing  
1401 Lakeside Drive, Suite 907  
Oakland, CA 94612  
E-Mail: Melbourne.go@acgov.org  
FAX: 510-208-9626

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to [http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp](http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp) to view current contracting opportunities.
H. CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Issued</td>
<td>October 6, 2006</td>
</tr>
<tr>
<td>Written Questions Due</td>
<td>BY 12:00 noon on October 13, 2006</td>
</tr>
<tr>
<td>Networking/Bidders Conference</td>
<td>OCTOBER 18, 2006 AT 2:00 PM</td>
</tr>
<tr>
<td></td>
<td>AT: Public Health EMS</td>
</tr>
<tr>
<td></td>
<td>1000 San Leandro Blvd</td>
</tr>
<tr>
<td></td>
<td>#200, San Leandro, CA 94577</td>
</tr>
<tr>
<td>Networking/Bidders Conference</td>
<td>OCTOBER 19, 2006 AT 10:00 AM</td>
</tr>
<tr>
<td></td>
<td>AT: GSA</td>
</tr>
<tr>
<td></td>
<td>1401 Lakeside Dr. Ste, 201</td>
</tr>
<tr>
<td></td>
<td>Oakland, CA 94612</td>
</tr>
<tr>
<td>Addendum Issued</td>
<td>November 6, 2006</td>
</tr>
<tr>
<td>Response Due</td>
<td>November 29, 2006 BY 2:00 p.m.</td>
</tr>
<tr>
<td>Vendor Interviews</td>
<td>December 13, 2006</td>
</tr>
<tr>
<td>Board Letter Issued</td>
<td>December 26, 2006</td>
</tr>
<tr>
<td>Board Award Date</td>
<td>January 9, 2007</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>January 15, 2007</td>
</tr>
</tbody>
</table>

Note:
For a more detailed summary of the project timeline, please see Exhibit P.
Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a Bid, 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.

I. NETWORKING/BIDDERS CONFERENCE

A networking/bidders conference(s) will be held to:

- Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
- Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
- Provide bidders an opportunity to view a site, receive documents, etc. necessary to respond to this RFP use as required, modify or delete.
- Provide the County with an opportunity to receive feedback regarding the project and RFP.
Written questions submitted prior to the networking/bidders conference(s), in accordance with the Calendar of Events, and verbal questions received at the networking/bidders conference(s), will be addressed whenever possible at the networking/bidders conference(s). All questions will be addressed and the list of attendees will be included in an RFP Addendum following the networking/bidders conference(s) in accordance with the Calendar of Events.

Potential bidders are strongly encouraged, but not required, to attend a networking/bidders conference in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List (see Exhibit L).

Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is strongly encouraged and recommended but is not mandatory.

Networking/bidders conference(s) will be held on:

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 18, 2006</td>
<td>2:00 p.m.</td>
<td>At Alameda County Public Health - EMS, 1000 San Leandro Blvd., #200</td>
</tr>
<tr>
<td>October 18, 2006</td>
<td>10:00 a.m.</td>
<td>At Alameda County, General Services Agency, Conference Room No.201</td>
</tr>
</tbody>
</table>

Additional Information: Free parking available at on-site parking lot  
Additional Information: Please allow enough time for parking at metered street parking or public parking lot and entry into secure building

J. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Office of the Purchasing Agent of Alameda County BY 2:00 p.m. on the due date specified in the Calendar of Events.

**NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED.**  
**IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.**

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or
date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Purchasing Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

EMS Consultant  
RFP No. 19  
Alameda County, GSA-Purchasing  
1401 Lakeside Drive, Suite 907  
Oakland, CA 94612

3. Bidders are to submit an original plus 9 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.

4. Bidder's name and return address must also appear on the mailing package.

5. No telegraphic or facsimile bids will be considered.

6. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its bid.

7. Submitted bids shall be valid for a minimum period of 120 days.

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

9. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.

10. It is the responsibility of the bidders to clearly identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
11. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.

12. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

K. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.

2. In order for bids to be considered complete, Bidder must provide all information requested. See Exhibit M, Response Content and Submittals, Completeness Checklist.

L. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a County Selection Committee (CSC). The County Selection Committee has been formed and will be composed of County staff and other parties that may have expertise or experience in EMS system review and consulting. The CSC will select a contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

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

The CSC will evaluate each proposal meeting the qualification 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, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

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

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

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

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Not Acceptable</td>
<td>Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.</td>
</tr>
<tr>
<td>1</td>
<td>Poor</td>
<td>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.</td>
</tr>
<tr>
<td>2</td>
<td>Fair</td>
<td>Has a reasonable probability of success, however, some objectives may not be met.</td>
</tr>
<tr>
<td>3</td>
<td>Average</td>
<td>Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.</td>
</tr>
<tr>
<td>4</td>
<td>Above Average/Good</td>
<td>Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.</td>
</tr>
<tr>
<td>5</td>
<td>Excellent/Excep</td>
<td>Exceeds expectations, very innovative, clearly superior to that</td>
</tr>
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</table>
The Evaluation Criteria and their respective weights are as follows:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below or any of the required submittals will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>b. Financial Stability (See RFP Exhibit M, Item F)</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>c. Debarment and Suspension: Bidders, its principle and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.epls.gov">www.epls.gov</a>.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>d. Technical Criteria: Responses will be evaluated regarding each area described in section D (specific requirements), an evaluation will be made of the probability of success of and risks associated with the proposal response. The quality of the proposal will also reflect the following:</td>
<td></td>
</tr>
<tr>
<td>1) Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below: -Has proposer demonstrated a thorough understanding of the purpose and scope of the project? -How well has the proposer identified pertinent issues and potential problems related to the project? -Has the proposer demonstrated that it understands the deliverables the County expects it to provide? -Has the proposer demonstrated that it understands the County's time schedule and can meet it?</td>
<td></td>
</tr>
<tr>
<td>2) Methodology: Proposals will be evaluated against the RFP specifications and the questions below: -Does the methodology depict a logical approach to fulfilling the requirements of</td>
<td></td>
</tr>
<tr>
<td>Specifications, Terms &amp; Conditions for EMS Consultant</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>the RFP?</td>
<td>45 Points</td>
</tr>
<tr>
<td>- Does the methodology match and contribute to achieving the objectives set out in the RFP?</td>
<td></td>
</tr>
<tr>
<td>Does the methodology interface with the County's time schedule?</td>
<td></td>
</tr>
</tbody>
</table>
| e. **Cost:** The points for cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost. While not reflected in the Cost evaluation points, an evaluation may also be made of:  
  (a) Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?)  
  (b) Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?)  
  (c) Affordability (i.e., the ability of the County to finance the services). Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. | 15 Points|
| f. **Implementation Plan and Schedule:** An evaluation will be made of the likelihood that Bidder's implementation plan and schedule will meet the County's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County's schedule. | 10 Points|
| g. **Relevant Experience:** Proposals will be evaluated against the RFP specifications and the questions below:  
  1. Has the bidder performed similar EMS system assessments, including in the State of California for EMS systems equivalent to Alameda County in population and services provided?  
  2. Do the individuals assigned to the project have prior experience on similar projects and experience that includes EMS systems equivalent to Alameda County in population?  
  3. Did the bidder demonstrate no biases for one system design over another?  
  4. Did the bidder provide references that substantiate the bidder’s competence?  
  5. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?  
  6. How extensive is the applicable education and experience of the personnel designated to work on the project. | 15 Points|
| h. **References (See RFP Section D-1 and D-2)** | 5 Points |
| i. **Oral Presentation and Interview:** Following evaluation of the written proposals, bidders receiving the highest scores may be invited to an oral presentation and interview. The scores at that time will not be communicated to bidders. The oral presentation by each bidder shall not exceed sixty (60) minutes in length. | 10 Points |
The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.

<table>
<thead>
<tr>
<th>Local Preference</th>
<th>Five Percent (5%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small and Local or Emerging and Local Preference</td>
<td>Five Percent (5%)</td>
</tr>
</tbody>
</table>

**M. NOTICE OF AWARD**

1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all bidders will be notified in writing by certified mail, return receipt requested, of the contract award recommendation, if any, of GSA – Purchasing. The document providing this notification is the Notice of Award.

   The Notice of Award will provide the following information:
   
   - The name of the bidder being recommended for contract award;
   - The names of all other bidders; and,
   - In summary form [Bid numbers, evaluation points for each bidder]

2. Debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid with the Buyer.
   
   a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder, etc.

   b. Debriefing may include review of successful bidder’s proposal.

**N. BID PROTEST / APPEALS PROCESS**

GSA-Purchasing prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project.

1. Any bid protest must be submitted in writing to the Assistant Director of GSA, 1401 Lakeside Drive, Suite 907, Oakland, CA 94612. The bid protest must be submitted before 5:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.
a. The bid protest must contain a complete statement of the basis for the protest.

b. The protest must include the name, address and telephone number of the person representing the protesting party.

c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. At a minimum, those parties listed in the Notices of Award/Non-Award shall be notified of such protest and the specific grounds therefore.

d. The procedure and time limits are mandatory and are the Bidder’s sole and exclusive remedy in the event of Bid Protest.

2. Bidder’s failure to comply 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.

3. Upon receipt of written protest/appeal Assistant Director, GSA will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.

a. Responses will be issued and/or discussed at least five (5) days prior to Board hearing date.

b. Responses will inform the bidder whether or not the recommendation to the Board is going to change.

4. The decision of the Assistant Director, GSA may be appealed to the Director, GSA. All appeals to the Director, GSA shall be in writing and submitted within five (5) calendar days of notification of decision by the Assistant Director, GSA-Purchasing.

5. The decision of the Director, GSA is the final step of the appeal process.

IV. TERMS AND CONDITIONS

O. TERM / TERMINATION / RENEWAL

1. The initial term of the contract, which may be awarded pursuant to this RFP will be fifteen (15) months beginning approximately January 2007 through the development of the ALS-RFP and the negotiation and contracting process for
the ALS ambulance provider contract.

2. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

P. QUANTITIES

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Q. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.

2. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.

3. The price(s) quoted shall be the total cost the County will pay for this project including taxes and all other charges.

4. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

5. Bidder shall include a quote of time and materials and schedule of fees for additional work outside the scope of work requested in the bid form.

6. Price quotes shall include any and all payment incentives available to the County.

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

R. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled “Evaluation Criteria/Selection Committee.”

2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.

4. The County reserves the right to award to a single or multiple contractors.

5. The County has the right to decline to award this contract or any part thereof for any reason.

6. Board approval to award a contract is required.

7. Contractor shall sign an acceptance of award letter prior to Board approval. A Standard Agreement contract must be signed following Board approval.

8. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Attached Exhibit J contains minimal Agreement boilerplate language only.

9. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

S. METHOD OF ORDERING

1. A written PO and signed Standard Agreement contract will be issued upon Board approval.

2. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.

3. POs and payments for products and/or services will be issued only in the name of Contractor.

4. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

T. 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 (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.

4. Invoices shall only be issued by the Contractor who is awarded a contract.

5. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

6. The County will pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

U. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFP.

2. Small and Emerging Locally Owned Business: A small business for purposes of this RFP is defined by the United States Small Business Administration as having no more than $6,500,000 in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County is one having annual gross receipts of less than one-half (1/2) of the above amount over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions, Application and Affidavit) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor.

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

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

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

b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference and must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder’s total bid amount in order to be considered for the contract award. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.

The County reserves the right to waive these small/emerging local business participation requirements in this RFP, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars ($10,000), whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

- non-profit community based organizations (CBO);
- non-profit churches or non-profit religious organizations (NPO);
- public schools and universities; and
- government agencies.

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c)3.
If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

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

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

Contractors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

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

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

4. **Environmentally Friendly Packaging**: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction
and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.

V. ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFP and any contract which may arise pursuant to this RFP.

2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

3. Contractor account manager shall be familiar with County requirements and standards and work with the GSA and Alameda County Public Health – EMS to ensure that established standards are adhered to.

4. Contractor shall keep the County Contract Specialist informed of requests from departments as required.

W. GENERAL REQUIREMENTS

1. Bidder shall be regularly and continuously engaged in the business of providing EMS system assessment and design during the past five (5) years, including in the State of California. Experience shall include EMS system equivalent to Alameda County in population and services provided. Successful bidder will have experience in the preparation of a Request for Proposal for emergency ambulance service, and assisting with the selection and negotiations process. Bidder shall provide at least three (3) references confirming this (see Exhibits D1 and D2).

2. Bidder shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.
3. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free workplace policy, not using alcoholic beverages and treating employees courteously.

4. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

5. Contractor personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc.).
COUNTY OF ALAMEDA EXHIBIT A – BID ACKNOWLEDGEMENT

RFP No. 19
for
EMS Consultant

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 thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

5. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

6. Samples: Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder’s expense.

7. Rights and remedies of County for default: (a) In the event any item furnished by 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 to purchase 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 delivered 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 | | | | |
| What advertising source(s) made you aware of this RFP? | | | | |

By: ___________________________ Date ___________ Phone ___________________________

Printed Name Signed Above: ______________________________________________________

Title: ________________________________________________

12/17/04
EXHIBIT B

COUNTY OF ALAMEDA
RFP No. 19
for
EMS Consultant

BID FORM

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. **The cost quoted below shall include all taxes, transportation, expenses and all other charges and is the cost the County will pay** not to exceed the grand total for the term of any contract that is a result of this bid.

**EMS Consultant**

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Rate</th>
<th>Estimated Monthly Term</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS Consulting Services</td>
<td>$</td>
<td>15 Months</td>
<td>$</td>
</tr>
</tbody>
</table>

**GrandTotal**

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded. Travel, travel time, and other related expenses are not to be charged separately to the County. It is expected that these costs will be included in the quote.

FIRM: ____________________________ SIGNATURE:________________DATE:_______

PRINTED NAME: _____________________ TITLE:____________________________
For informational purposes, please provide a breakdown of charges of professional services and related expenses that is the monthly cost basis quoted on Page 1, Exhibit B. Please use additional pages if needed. This section will not be used for evaluation.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Unit of Measure</th>
<th>Estimated Monthly Units</th>
<th>Extended Cost (Estimated Monthly Units x Cost)</th>
</tr>
</thead>
</table>

Monthly Rate: _____________________________

FIRM: ____________________________ SIGNATURE: ____________________________ DATE: __________

PRINTED NAME: ____________________________ TITLE: ____________________________
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:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGES</th>
<th>MINIMUM LIMITS</th>
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</thead>
<tbody>
<tr>
<td><strong>A Commercial General Liability</strong></td>
<td><strong>$1,000,000 per occurrence (CSL)</strong></td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td><strong>B Commercial or Business Automobile Liability</strong></td>
<td><strong>$1,000,000 per occurrence (CSL)</strong></td>
</tr>
<tr>
<td>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</td>
<td>Any Auto</td>
</tr>
<tr>
<td><strong>C Workers’ Compensation (WC) and Employers Liability (EL)</strong></td>
<td>WC: Statutory Limits</td>
</tr>
<tr>
<td>Required for all contractors with employees</td>
<td>EL: $100,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td><strong>D Endorsements and Conditions:</strong></td>
<td></td>
</tr>
<tr>
<td>1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers’ Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
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<tr>
<td>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:</td>
<td></td>
</tr>
<tr>
<td>– 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.</td>
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<tr>
<td>– Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.”</td>
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<tr>
<td>7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</td>
<td></td>
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<tr>
<td>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:</td>
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<tr>
<td>- Department/Agency issuing the contract</td>
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<td>- With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)</td>
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</table>
# CURRENT REFERENCES

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Address:</th>
<th>City, State, Zip Code:</th>
<th>Contact Person:</th>
<th>Telephone Number:</th>
<th>Service Provided:</th>
<th>Dates/Type of Service:</th>
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Company Name:
### FORMER REFERENCES

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<tr>
<td>Dates/Type of Service:</td>
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CERTIFICATION INSTRUCTIONS

1. Complete the application.

**Small Business:** Federal Small Business Administration (SBA) gross receipts limit by North American Industry Classification System (NAICS) or Standard Industry Classification (SIC) Codes.

**Emerging Business:** One half of the SBA gross receipt limit by NAICS OR SIC codes and in business less than 5 years.

The following items must be attached to your Application:

- Copies of Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years
- Copies of Business Licenses
- Copy of Current Identification (i.e. Driver’s License, Identification Card)
- Copy of Deed, Rental or Lease Agreement showing Business Address
- Copies of Last 3 completed Contracts and Proposals including name of Contact Person
- Personal Net Worth Statement (if the business has never filed taxes)
- Notarized Affidavit

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

2. Please mail Application and Supporting Documents to:

   Alameda County General Services Agency  
   Business Outreach Compliance Office/SLEB  
   1401 Lakeside Drive, 10th Floor  
   Oakland, CA  94612  
   Attention: Linda Moore, Business Outreach Officer

If you have questions regarding your certification, please contact:

   Linda Moore  
   (510) 208-9717 or Linda.moore@acgov.org

Thank you for your interest in doing business with Alameda County
EXHIBIT E (Page 2 of 4)
COUNTY OF ALAMEDA
General Services Agency
RFP No. 19
for
EMS Consultant
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM
CERTIFICATION APPLICATION

Section A: Business Information

* Asterisk (*) indicates Required Information.

Business Type: □ Sole Proprietorship □ Partnership □ Corporation

Business Name: ____________________________

SLEB Vendor ID Number: ____________________________

DBA (Circle One): Yes or No

*Federal Tax Identification Number: ____________________________

*Business Address: ____________________________

*How long at this address: ____________________________

*Business Telephone Number: ____________________________

Business Fax Number: ____________________________

*Business Start Date: ____________________________

*# of Employees: ____________________________

Business Description:

Gross Business Receipts for Last Three Years (If first year in business, please list gross receipts received to date):

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>20___</td>
<td>$_________</td>
</tr>
<tr>
<td>20___</td>
<td>$_________</td>
</tr>
<tr>
<td>19___</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Section B: Contact Information

*Name: ____________________________

*Title: ____________________________

Address: ____________________________

*Email Address: ____________________________

Phone: ____________________________

Fax number: ____________________________

*Composition of Ownership – This is a Required Section

Public Entity (government, church, school, non-profit, publicly traded) □ Yes □ No

If “Yes,” skip Gender and Ethnicity below.

The collection of ethnicity and gender data is for statistical and demographic purposes only.

Please check the one most applicable category in each column:

Ethnicity
□ African American or Black (greater than 50%)
□ American Indian or Alaskan Native (greater than 50%)
□ Asian (greater than 50%)
□ Caucasian or White (greater than 50%)
□ Filipino (greater than 50%)
□ Hispanic or Latino (greater than 50%)
□ Native Hawaiian or other Pacific Islander (greater than 50%)
□ Multi-ethnic minority ownership (greater than 50%)
□ Multi-ethnic ownership (50% Minority-50% Non-Minority)

Gender
□ Female (greater than 50%)
□ Male (greater than 50%)

Section C: SIC and NAICS Codes Information

<table>
<thead>
<tr>
<th>SIC Code(s)</th>
<th>NAICS Code(s)</th>
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</table>

Section D: Business and License Information

Please List All Current Business and Professional Licenses:

License Type: ____________________________

Date Issued/Expires: ____________________________

Jurisdiction/Issuing Authority: ____________________________

________________________

________________________

________________________

4/4/06
CERTIFICATION RENEWAL APPLICATION

SLEB Vendor ID Number: _____________ Date of Initial Certification: _____________

*Business Name: _____________________________

*Federal Tax Identification Number: ____- ______________

*Business Address: ____________________________

How long at this address: ______________

*Business Telephone Number: ____________________

Business Fax Number: _______________________

*Main Contact Name: __________________________

Email Address: _______________________________

Phone: ________________________________

*Gross Business Receipts for Last Three Years:

$_____________________ 20____ $ ___________________ 20____ $____________________ 19____

Please Attach Verification of Business Income (Copies of signed Federal Tax Return)

Section C: SIC and NAICS Codes Information

<table>
<thead>
<tr>
<th>SIC Code(s)</th>
<th>NAICS Code(s)</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

RENEWAL AFFIDAVIT

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

________________________________________           ______________________________
(Signature)        (Title)

Please mail Application and Supporting Documents to:

GSA Purchasing
Attention: Linda Moore
1401 Lakeside Drive, 10th Floor
Oakland, CA  94612
The undersigned swears, under penalty of perjury, that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of

(Name of Firm)
as well as the ownership thereof.
The undersigned also states that he/she is properly authorized by

(Name of Firm)
to execute the affidavit. Further, the undersigned agrees to provide the County Of Alameda, current, complete and accurate information regarding: actual work performed on the project, any payment(s) made or received, any proposed changes to the activities of the above-referenced firm that affect the firm’s eligibility under this program, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating appropriate legal action. The undersigned agrees that information provided may be shared with other governmental agencies."

Printed Name                          Signature

Title                          Date

NOTARY

The foregoing affidavit was subscribed and sworn to before me on this ______ day of ___________________, 20____, by

SEAL

Notary Public
Commission Expires

Mail completed Application and Affidavit to:

County of Alameda
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Attn: Linda Moore
EXHIBIT F
SMALL LOCAL EMERGING BUSINESS (SLEB) SUBCONTRACTING INFORMATION SHEET

COUNTY OF ALAMEDA
RFP No. 19
for
EMS Consultant

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

Bidders not meeting the definition of a SLEB (per this RFP County Provisions) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

Once a contract has been awarded, bidders will not be able to substitute the subcontractor without prior written approval from the General Services Agency, Business Outreach Officer.

The General Services Agency, Business Outreach Officer will monitor the contract for compliance with the SLEB requirements.

<table>
<thead>
<tr>
<th>BIDDER:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ is a SLEB.</td>
<td></td>
</tr>
</tbody>
</table>

☐ is not a SLEB and will subcontract ________% with the SLEB named below for the following service(s):

<table>
<thead>
<tr>
<th>SLEB</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Tax ID Number:</td>
<td></td>
</tr>
<tr>
<td>Principal Name:</td>
<td></td>
</tr>
</tbody>
</table>

SLEB Principal Signature: __________________________ (Date)

Bidder Signature: __________________________ (Date)
EXHIBIT G

ALAMEDA COUNTY

RFP No. 19

for

EMS Consultant

REQUEST FOR PREFERENCE

for

LOCAL BUSINESS

and

SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS

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

- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
- Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.

A five-percent (5%) preference will be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued; and which holds a valid business license issued by the County or a city with the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County.

In addition, a five percent (5%) preference, for a total bid preference of ten percent (10%), shall be granted (except as noted above) if the bidder is certified by the County as either a small and local or an emerging and local business. Check the appropriate (2 maximum) boxes and provide the requested information below.

☐ Request for 5% local preference
☐ Request for 5% small and local preference  OR  ☐ Request for 5% emerging and local preference

Company Name:

Street Address:

Telephone Number:

Business License Number:

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

Print/Type Name:

Title:

Signature:

Date:
EXHIBIT H  
COUNTY OF ALAMEDA  
RFP No. 19  
for  
EMS Consultant

ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT  
VENDOR INFORMATION

ALCOLINK Vendor Number (if known): 00000  
SLEB Vendor Number:  
Full Legal Name:  
DBA:  
Type of Entity:  
☐ Individual  
☐ Sole Proprietor  
☐ Partnership  
☐ Corporation  
☐ Tax-Exempted  
☐ Government or Trust

Check the boxes that apply:  
☐ Goods Only  
☐ Goods & Services  
☐ Rents/Leases  
☐ Legal Services  
☐ Rents/Leases paid to you as the agent  
☐ Medical Services  
☐ Non-Medical Services –  
Describe:  
☐ Other  
Federal Tax ID Number (required):  
P.O. Box/Street Address:  
Vendor Contact’s Name:  
Vendor Contact’s Telephone:  
Fax:  
Vendor Contact’s E-mail address:  

Please check all that apply:  
LOC  ☐ Local Vendor (Holds business license within Alameda County)  
SML  ☐ Small Business (as defined by Small Business Administration)  
I  ☐ American Indian or Alaskan Native (>50%)  
A  ☐ Asian (>50%)  
B  ☐ Black or African American (>50%)  
F  ☐ Filipino (>50%)  
H  ☐ Hispanic or Latino (>50%)  
N  ☐ Native Hawaiian or other Pacific Islander (>50%)  
W  ☐ White (>50%)

Number of Entry Level Positions available through the life of the contract:  
Number of other positions available through the life of the contact:  

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

10/10/05
Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

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

____________________________________  ____________________  
(Vendor Signature)  (Date)

____________________________________  ____________________  
(Company Name)

____________________________________  ____________________  
(Alameda County Representatives Signature)  (Date)
EXHIBIT I

COUNTY OF ALAMEDA
RFP No. 19
for
EMS Consultant
Exceptions, Clarifications, Amendments

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference To:</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Page No.</td>
<td>Paragraph No.</td>
</tr>
</tbody>
</table>

Contractor:
COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of ___________________, 2006, is by and between the County of Alameda, hereinafter referred to as the “County”, and ___________________ , hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain ______________________________ services which are more fully described in Exhibit A hereto (“_____________Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide ___________Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements
Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from ___________________ through ___________

The compensation payable to Contractor hereunder shall not exceed (dollar amount written out) ($_____________) for the term of this Agreement
EXHIBIT J (DRAFT)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: ____________________________
   Signature

Name: ____________________________ (Printed)

Title: President of the Board of Supervisors

Date: ____________________________

CONTRACTOR/COMPANY NAME

By: ____________________________
   Signature

Name: ____________________________ (Printed)

Title: ____________________________

Date: ____________________________

Approved as to Form:

By: ____________________________
   County Counsel Signature

Date: ____________________________

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: ____________________________
   Signature

Name: ____________________________
   (Printed)

Title: _______Purchasing Agent______

Date: ____________________________

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

   Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers’ Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor’s failure to pay such amounts.

   In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers’ compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

   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.

   Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week’s notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.
2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is in any way connected with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnity. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. **WORKERS’ COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

5. **CONFORMITY WITH LAW AND SAFETY:**

   a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health
Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor’s failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor’s performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

6. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds).

a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
7. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

8. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

9. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

10. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor’s sub-Contractors or third parties at the request of the Contractor (collectively, “Documents and Materials”). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor’s Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor.
and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

11. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 11 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

12. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission:
When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County:  COUNTY OF ALAMEDA

Attn.: ______________________

To Contractor: ________________ ___________________

Attn: ______________________

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

13. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

14. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal
Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.

c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.

e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

15. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

16. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may
require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor’s books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. Contractor’s obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County’s last payment to Contractor under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its __________ Services shall not exceed
$________________ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

20. SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor shall subcontract with *company name (street address, city, state; Principal, name)*, for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County’s Small and Emerging Locally owned Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall provide participation reports quarterly, immediately upon request at any time during the term of said contract, and a final account statement at the end of the contract. Reports shall include total payments received by Contractor from the County and any payments made by Contractor to the certified small and/or emerging local business. Said report(s) shall be submitted to the County Business Outreach and Compliance Office, 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612.

21. FIRST SOURCE PROGRAM: Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.

22. CHOICE OF LAW: This Agreement shall be governed by the laws of the state of California.

23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both
parties.

25. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

26. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor’s performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County’s request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County’s prior written approval.

   a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

   b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County’s prior written approval.

   c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including
without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

   a. If Contractor is obligated to defend County pursuant to this Section 31 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.

   b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.

   c. Notwithstanding this Section 31, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]
Instructions:

• To be used as necessary (i.e. “Delete #31, General Terms and Conditions – does not apply).

• Additional Provisions must be approved by County Counsel.

• (Delete this page “Additional Provisions” if there are no additional provisions or changes to the General Terms and Conditions)

County Counsel Signature: __________________________ Date: ____________
EXHIBIT J (DRAFT)

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide

   Services (“_________ Services”) in accordance with the “Specific Requirements” and (Any other pertinent) sections with County’s Request for Proposal No. __________ (“RFP”). Said sections of the RFP are attached hereto as Exhibits A-1 and A-2, respectively. Contractor shall also provide __________ Services in accordance with Section YY “Description of Services” and Section XX (Title of any other pertinent section) of Contractor’s Proposal (dated __________). Said sections of Contractor’s proposal are attached hereto as Exhibits A-3 and A-4, respectively.

   a. In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in the RFP sections and the scope of work described in Contractor’s proposal shall both be performed to the greatest extent feasible.

   b. County and Contractor agree that the following Supplemental Provisions are incorporated into this Agreement, and that the Additional Provisions shall take precedence over inconsistent or conflicting provisions contained in the above-referenced exhibits.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

   a. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County’s approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
EXHIBIT J (DRAFT)

EXHIBIT B
PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

2. Invoices will be approved by the County, ________________________________.

3. Total payment under the terms of this Agreement will not exceed the total amount of ________________________________. This cost includes all taxes and all other charges.

4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor’s services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:
EXHIBIT J (DRAFT)

Exhibit C

(CONTRACTORS INSURANCE REQUIREMENTS)
EXHIBIT D
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principles, and any named subcontractor:

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

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

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

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

BIDDER: _________________________________________________________________
PRINCIPAL: _______________________________  TITLE: ________________________
SIGNATURE: ______________________________  DATE: ________________________
EXHIBIT K
COUNTY OF ALAMEDA
RFP No19
for
EMS Consultant

“Intentionally Omitted”
Below is the Vendor Bid List for this project consisting of vendors who have responded to RFI No. 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 subcontracting 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.

Potential bidders are strongly encouraged, but not required, to attend the Networking/Bidders Conferences in order to further facilitate subcontracting relationships. Vendors who attend the Networking/Bidders Conferences will be 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. An RFP Addendum will be issued to all vendors on the Vendor Bid List following the Networking/Bidders Conferences and will include contact information for each vendor attendee.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Street Address</th>
<th>City</th>
<th>St</th>
<th>Zip</th>
<th>Contact</th>
<th>Phone No.</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Abaris Group</td>
<td>700 Ygnacio Valley Rd.</td>
<td>Walnut Creek</td>
<td>CA</td>
<td>94596</td>
<td>Mike Williams</td>
<td>888-EMS-0911</td>
<td><a href="mailto:mwilliams@abarisgroup.com">mwilliams@abarisgroup.com</a></td>
</tr>
<tr>
<td>The Polaris Group</td>
<td>273 North Dogwood Trail</td>
<td>Southern Shores</td>
<td>NC</td>
<td>27949</td>
<td>David Shreader</td>
<td>252-441-8844</td>
<td><a href="mailto:PolarisEMS@aol.com">PolarisEMS@aol.com</a></td>
</tr>
<tr>
<td>Fed Sources, Inc.</td>
<td>8400 Westpark Drive</td>
<td>McLean</td>
<td>VA</td>
<td>22102</td>
<td>Caren Jimenez</td>
<td>703-610-8766</td>
<td><a href="mailto:JimenezC@FedSources.com">JimenezC@FedSources.com</a></td>
</tr>
<tr>
<td>Integral Performance</td>
<td>5544 Whisper Creek Ln.</td>
<td>Wilmington</td>
<td>NC</td>
<td>28409</td>
<td>Todd Hatley</td>
<td>919-666-5700</td>
<td><a href="mailto:Todd@onlineIPS.com">Todd@onlineIPS.com</a></td>
</tr>
<tr>
<td>Fitch &amp; Associates</td>
<td>303 Marshall Rd, Box 170</td>
<td>Missouri</td>
<td></td>
<td>64079</td>
<td>Richard A. Keller</td>
<td>816-431-2600</td>
<td><a href="mailto:rkeller@emprize.net">rkeller@emprize.net</a></td>
</tr>
</tbody>
</table>
1. Bid responses must be signed in ink and include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the bidder.

2. Bidders shall provide all of the below noted Bid documentation and exhibits. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the County’s sole discretion. The content and sequence for each required Bid document/exhibit shall be as follows:

CHECK LIST

☐ A. Title Page: Show RFP number and title, your company name and address, name of the contact person (for all matters regarding the RFP response), telephone number and quotation/proposal date.

☐ B. Table of Contents: Bid responses shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections.

☐ C. Cover Letter: Bid responses shall include a cover letter describing Bidder and include all of the following:

1) The official name of Bidder;

2) Bidder’s organizational structure (e.g. corporation, partnership, limited liability company, etc.);

3) The jurisdiction in which Bidder is organized and the date of such organization;

4) The address of Bidder’s headquarters, any local office involved in the Bid Proposal; and the address/location where the actual production of goods and/or services will be performed;

5) Bidder’s Federal Tax Identification Number;

6) The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFP response, with authorization to make representations on behalf of and to bind Bidder;
7) A representation that Bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP; and

8) A statement of acceptance of all conditions and requirements contained in this RFP.

D. Letter of Transmittal: Bid responses shall include a description of Bidder’s approach in providing its services to the County in one or two pages stating its understanding of the work to be done and a positive commitment to perform the work as specified.

E. Bidder’s Qualifications and Experience:

Provide a description of Bidder’s capabilities pertaining to this RFP. This description should not exceed five (5) pages and should include a detailed summary of Bidder’s experience relative to RFP requirements described herein, including references.

F. Financial Statements. Responses are to include:

- Bidder’s most recent Dun & Bradstreet Supplier Evaluation Report. Dun & Bradstreet Supplier Qualifier Report (formerly Supplier Evaluation Report) must be ranked a 6 or lower for bidder to be considered for contract award. For information on how to obtain a Supplier Evaluation Report, contact Dun & Bradstreet at 1-866-719-7158 or www.dnb.com.

G. Key Personnel - Qualifications and Experience:

Bid responses from prime vendors shall include a complete list of and resumes for all key personnel associated with the RFP. This list must include all key personnel who will provide services to County including any subcontractor’s personnel directly supporting the project and used by the prime vendor to satisfy the subcontracting requirement (U. County Provisions).

For each person on the list, the following information shall be included: (1) the person’s relationship with Bidder, including job title and years of employment with Bidder; (2) the role that the person will play in connection with the RFP (3) address, telephone, fax numbers, and e-mail address; (4) the person’s educational background; (5) the person’s relevant experience; and (6) relevant awards, certificates or other achievements. This section of the bid response should include no more than two pages of information for each listed person.
H. Description of the Proposed Services:

Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder’s and County personnel involved, and the number of hours scheduled for such personnel. Finally, the description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

I. Implementation Plan and Schedule:

The bid response shall include an implementation plan and schedule. The plan for implementing the proposed services including a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the final proposed system and/or services.

J. References, Exhibit D1 and D2:

1) Prime bidders are to provide a list of 5 current and 5 former clients on Exhibit D1 and D2, attached hereto. References must be satisfactory as deemed solely by the County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions. Out of the 5 references provided, bidders shall provide at least three (3) references, equivalent to Alameda County in population and services, validating their experience in the preparation of a Request for Proposal for an EMS system, and in providing technical assistance with the selection and negotiation process.

2) Reference information is to include:

- Company/Agency name
- Contact person (name and title), contact person is to be someone directly involved with the services
- Complete street address
- Telephone number
- Type of business
- Dates of service

3) The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.
K. Bid Form, Exhibit B:

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes, transportation, expenses and all other charges and is the cost the County will pay not to exceed the grand total for the term of any contract that is a result of this bid.

L. Evidence of Insurance

Certificates of insurance are required per the attached Exhibit C from a reputable insurer evidencing all coverages required for the term of any contract that may be awarded pursuant to this RFP. The County’s insurance requirements for Additional Insured reads, “All insurance required above with the exception… shall be endorsed to name as additional insured…” An endorsement is an amendment to a contract, such as an insurance policy, by which the original terms are changed. The insurance certificate (also known as the “Accord”) carries a disclaimer, “This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below.” Additional insureds listed in the description box are not a proper risk transfer. Any amendment or extension of the coverage such as an additional insured should be provided by a separate endorsement page or copy of the policy.

M. Other required Submittals/Exhibits not included above that are required in the bid response:

- Exhibit A, Acknowledgement, must be signed and returned.
- Exhibit E, SLEB Certification Application Package, completed, signed, required documentation attached (applicable to a small or emerging business, located within the boundaries of Alameda County, seeking certification).
- Exhibit F, Small Local Emerging Business (SLEB) Subcontracting Information Sheet, must be completed and signed.
- Exhibit G, Request for Preference for Local Business and Small Local or Emerging Local Business, completed and signed (read Exhibit G for applicability). If applying for local preference, submit the following:
  - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.
- Exhibit H, First Source Agreement, must be completed and signed (applicable to contracts over $100,000).
- Exhibit I, Exceptions, Clarifications and Amendments Form, must be completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Standard Agreement (The County is under
no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).

☐ Exhibit K, “Intentionally Omitted”.
☐ Exhibit N, Debarment and Suspension Certification.
EXHIBIT N
DEBARMENT AND SUSPENSION CERTIFICATION

COUNTY OF ALAMEDA
RFP No. 19
for
EMS Consultant

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principle, and any named subcontractor:

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

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

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

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

BIDDER: _________________________________________________________________

PRINCIPAL: _______________________________  TITLE: ________________________

SIGNATURE: ______________________________  DATE: ________________________
3.7. The CONTRACTOR shall assure that an ALS ambulance and/or First Responder ALS where appropriate, is on the scene of all Code Three and Code Two calls ninety percent (90%) of the time as measured each month within the geographic service area(s) of “North” and “South/East”, and which standards are defined herein. Grid designations in this contract as it relates to Urban, Rural, and Wilderness shall not result in a decrease in the level of service that was provided in the previous contract.

3.7.1. Code Three responses within eight (8) minutes zero (0) seconds for map grids designated as Metro/Urban Primary ALS (North Zone) where CONTRACTOR is providing First Responder ALS, and within ten (10) minutes thirty (30) seconds for ALS ambulance response.

3.7.2. Code Three responses within ten (10) minutes and thirty (30) seconds for map grids designated as Metro/Urban Secondary ALS (South/East Zones).

3.7.3. Code Three responses within fifteen (15) minutes zero (0) seconds for map grids designated as Suburban/Rural Primary ALS (North Zone).

3.7.4. Code Three responses within twenty (20) minutes zero (0) seconds for map grids designated as Suburban/Rural Secondary ALS (South/East Zone).

3.7.5. Code Three responses within twenty-five (25) minutes zero (0) seconds for map grids designated as Wilderness Primary ALS (North Zone).

3.7.6. Code Three responses within thirty-five (35) minutes zero (0) seconds for map grids designated Wilderness Secondary ALS (South/East Zones).

3.7.7. Code Two responses within fifteen (15) minutes zero (0) seconds for map grids designated Metro/Urban Primary ALS (North Zone).

3.7.8. Code Two responses within twenty (20) minutes zero (0) seconds for map grids designated as Metro/Urban Secondary ALS (South/East Zones).

3.7.9. Code Two responses within thirty (30) minutes zero (0) seconds for map grids designated Suburban/Rural Primary ALS (North Zone).

3.7.10. Code Two responses within forty (40) minutes zero (0) seconds for map grids designated as Suburban/Rural Secondary ALS (South/East Zones).

3.7.11. Code Two responses within thirty-five (35) minutes zero (0) seconds for map grids designated as Wilderness Primary ALS (North Zone).

3.7.12. Code Two responses within fifty (50) minutes zero (0) seconds for map grids designated as Wilderness Secondary ALS (South/East Zones).

3.7.13. Response time shall be measured from Time Call Received, (TOC) until time At Scene, On Scene (OS).
### RFP No. 19 for EMS Consultant

#### Exhibit P – Project Timeline

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Board award date</td>
<td>1/9/2007</td>
<td>1/9/2007</td>
</tr>
<tr>
<td></td>
<td>System assessment &amp; RFI/RFP development by consultant</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The sobering station is a project that is organized and funded by the Alameda County Health Care Services Agency. The facility will house fifty (50) clients who are transported due to alcohol and/or substance abuse for temporary shelter. The facility is not a medical model, but will require medical oversight and personnel.

The contractor will provide the following:

1. Types and numbers (including medical training) of personnel needed for transport of clients (estimates of numbers of transports will be provided at the time of the system assessment)
2. Levels of medical oversight required and numbers of personnel necessary to staff the Sobering Station;
3. Recommendation whether the contract for the Sobering Station should be included as part of the emergency ambulance transportation contract or contracted out as a separate service; and
4. Present foreseeable costs for items 1 and 2 above.