COUNTY OF ALAMEDA

HEALTH CARE SERVICE AGENCY
REQUEST FOR PROPOSALS No. 900111
for

SCHOOL-BASED MENTAL HEALTH CONSULTATION TRAINING INSTITUTE FOR PROVIDERS AND SCHOOL STAFF

NETWORKING/BIDDERS CONFERENCES
On
Tuesday, December 6, 2011 – MANDATORY (All bidders must attend)
Wednesday, December 7, 2011 – Non Mandatory

10:00-11:00 a.m.
at
Alameda County Health Care Services Agency
1000 San Leandro Blvd. 3rd Floor
Conference Room 325
San Leandro, CA 94577-1675

This RFP is also posted at: http://acschoolhealth.blogspot.com/
And http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp

Thank you for your interest!

For more information about this RFP, contact:
Lisa Warhuus, School-Based Behavioral Health Initiative Coordinator
Phone Number: (510) 618-1953
E-mail: Lisa.Warhuus@acgov.org

RESPONSE (SEALED PROPOSAL) DUE BY
5:00 p.m.
on
Tuesday, January 3, 2012
at
Alameda County Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577-1675
ATTN: Connie Yale
COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL/QUOTATION No. 900111
SPECIFICATIONS, TERMS & CONDITIONS
for
SCHOOL-BASED MENTAL HEALTH CONSULTATION TRAINING INSTITUTE

TABLE OF CONTENTS
Page 1 of 2

I. ACRONYM AND TERM GLOSSARY ................................................................. 3

II. STATEMENT OF WORK
A. Intent ............................................................................................................. 4
B. Scope .............................................................................................................. 5
C. Background .................................................................................................... 6
D. Specific Requirements / Vendor Qualifications .............................................. 7
E. Debarment / Suspension Policy ..................................................................... 10

III. INSTRUCTIONS TO BIDDERS
F. County Contacts ........................................................................................... 11
G. Calendar of Events ........................................................................................ 12
H. Networking / Bidders Conferences (use as req’d or delete) ......................... 12
I. Submittal of Bids ............................................................................................ 14
J. Response Format ............................................................................................ 16
K. Evaluation Criteria/Selection Committee (use for RFPs) ............................ 18
L. Notice of Intent to Award ............................................................................. 22
M. Bid Protest / Appeals Process ..................................................................... 23

IV. TERMS AND CONDITIONS
N. Term / Termination / Renewal ..................................................................... 25
O. Award ............................................................................................................. 25
P. Method of Ordering ......................................................................................... 26
Q. Invoicing ......................................................................................................... 26
R. Liquidated Damages ....................................................................................... 27
S. County Provisions ........................................................................................ 27
T. Online Contract Compliance System .......................................................... 30
U. Compliance Information and Records .......................................................... 31
V. Account Manager/Support Staff ................................................................. 31
W. General Requirements ............................................................................... 32
COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL
for
SCHOOL-BASED MENTAL HEALTH CONSULTATION
TRAINING INSTITUTE

TABLE OF CONTENTS
Page 2 of 2

ATTACHMENTS

Exhibit A – Acknowledgement
Exhibit B – Intentionally Omitted
Exhibit C – Insurance Requirements
Exhibit D1 – Intentionally Omitted
Exhibit D2 – Intentionally Omitted
Exhibit E – SLEB Certification Application Package
Exhibit F – Small Local Emerging Business (SLEB) Partnering Information Sheet
Exhibit G – Request for Bid Preference
Exhibit H – First Source Agreement
Exhibit I – Exceptions, Clarifications, Amendments
Exhibit J – Standard Services Agreement Template
Exhibit K – Intentionally Omitted
Exhibit L – Intentionally Omitted
Exhibit M – Response Content and Submittals Completeness Checklist
Exhibit N – Debarment and Suspension Certification
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>Proposal</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/Q</td>
</tr>
<tr>
<td>BHCS</td>
<td>Refers to Alameda County Behavioral Healthcare Services Agency</td>
</tr>
<tr>
<td>Board</td>
<td>Shall refer to the County of Alameda Board of Supervisors</td>
</tr>
<tr>
<td>CalMHSA</td>
<td>California Mental Health Services Authority</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>EALI</td>
<td>Refers to Eden Area Livability Initiative</td>
</tr>
<tr>
<td>Federal</td>
<td>Refers to United States Federal Government, its departments and/or agencies</td>
</tr>
<tr>
<td>FY</td>
<td>Fiscal Year</td>
</tr>
<tr>
<td>HCSA</td>
<td>Refers to Alameda County Health Care Services Agency</td>
</tr>
<tr>
<td>JPA</td>
<td>Joint Powers Authority</td>
</tr>
<tr>
<td>Labor Code</td>
<td>Refers to California Labor Code</td>
</tr>
<tr>
<td>MHSA</td>
<td>Refers to the State of California’s Mental Health Services Act (proposition 63)</td>
</tr>
<tr>
<td>MHSOAC</td>
<td>Refers to the Mental Health Services Oversight and Accountability Commission</td>
</tr>
<tr>
<td>MHC</td>
<td>Refers to Mental Health Consultation</td>
</tr>
<tr>
<td>Proposal</td>
<td>Shall mean Bidder/contractor response to this RFP</td>
</tr>
<tr>
<td>PO</td>
<td>Shall refer to Purchase Order(s)</td>
</tr>
<tr>
<td>Quotation</td>
<td>Shall mean Bidder’s response to this RFQ</td>
</tr>
<tr>
<td>RA</td>
<td>Refers to Regional Areas</td>
</tr>
<tr>
<td>Request for Proposal / Request for Quotation</td>
<td>Shall mean this document, which is the County of Alameda’s request for contractors’/bidders’ proposal to provide the goods and/or services being solicited herein. Also referred herein as RFP or RFQ</td>
</tr>
<tr>
<td>Response</td>
<td>Shall refer to Bidder’s proposal or quotation submitted in reply to RFP/Q</td>
</tr>
<tr>
<td>RFP/Q</td>
<td>Request for Proposal/Quotation</td>
</tr>
<tr>
<td>SBBHI</td>
<td>Refers to Alameda County School-Based Behavioral Health Initiative</td>
</tr>
<tr>
<td>SHS</td>
<td>Refers to Alameda County School Health Services</td>
</tr>
<tr>
<td>SLEB</td>
<td>Small Local Emerging Business</td>
</tr>
<tr>
<td>State</td>
<td>Refers to State of California, its departments and/or agencies</td>
</tr>
</tbody>
</table>
II. STATEMENT OF WORK

A. INTENT

It is the intent of this request for proposals (RFP) to solicit proposals from local organizations to build capacity and expand mental health consultation training skills for school-based mental health providers and K-12 school staff in Alameda County.

Alameda County Health Care Services Agency (HCSA) in collaboration with the City of Berkeley intends to award up to five contracts for five separate projects to Bidders whose responses best meet the County requirements for this RFP. HCSA shall evaluate proposals on criteria set forward in this RFP. HCSA will recommend award of contracts to the responsible Bidder for each project whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered, to achieve HCSA’s desired outcomes.

Funding for these contracts shall be provided through time-limited Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Statewide funding, which is jointly administered through Alameda County Behavioral Health Care Services (which is a division of HCSA) and the City of Berkeley. Bidders who wish to serve more than one region must submit separate proposals for each proposed project/region.

The total amount of funds available for all five projects is $746,965. HCSA anticipates distributing these funds to award up to five time-limited contracts, as illustrated in the table below. Funds for each regional area have been allocated based upon a combination of school district size, collaborative requirements of the funding source, collaborative capacity within each region, and existing need and infrastructure for school-based behavioral health supports. The awarded contracts shall be prorated in fiscal year (FY) 2011/12 and include FY 2012/13 with the option for HCSA to renew in part or not at all the for FY 2013/14 contract. Any renewal of the awarded contracts shall be contingent on the availability of funds, Contractor performance and the continued prioritization of program activities and target populations by HCSA and the City of Berkeley. Funding shall expire on or before June 30, 2014 and shall not be available after that date. County may choose not to renew a contract for reasons other than funding.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 11/12 (02/01/12 – 06/30/12); and FY 12/13 (07/01/12 –</td>
<td>$62,766</td>
<td>$62,766</td>
<td>$77,766</td>
<td>$42,766</td>
<td>$42,766</td>
</tr>
</tbody>
</table>
B. SCOPE
The selected bidder for each RA will work in partnership with the relevant school districts, the School-Based Behavioral Health Initiative and school-based behavioral health providers, to design, coordinate, and deliver a School-Based MHC Training Institute that will achieve the following desired outcomes: 1) allow the participants to master the skills of providing mental health consultation services to the broad school community of teachers, staff, parents and students, and 2) allow participants to master the skills of training other qualified school staff and providers to strengthen their school-based mental health consultation skills. Participants in each training institute will include a combination of agency clinicians who provide mental health services in the relevant school districts, and school district staff who provide related services (such as school psychologists, counselors, and school social workers).

Specifically, the selected bidder for each RA will use the allocated contract amount to provide the following services through June 30, 2014:

1. Develop and finalize a curriculum and training model for the MHC Training Institute in collaboration with the SBBHII Leadership and awardees of other RAs. The curriculum and training model shall be aligned with SBBHI’s stance on school-based MHC (as summarized in this RFP and in a forthcoming publication), as well as with that of contract awardees of other RAs (if applicable).

2. Plan, coordinate and put in place the practical elements of the training institute, including such details as location(s), scheduling, trainers, supervision, oversight, registration, certification, etc.

3. Assume responsibility for recruitment of participants with guidance and support from the SBBHI.

4. Deliver MHC training institute to participants over the course of the project period such that the desired participant outcomes (described above) are achieved.

5. Participate actively in a MHC training institute provider workgroup consisting of contract awardees in other RAs (if relevant) and the SBBHI coordinating body to ensure alignment of MHC philosophy, curriculum, training methodology, evaluation, and follow-up to ensure that

<table>
<thead>
<tr>
<th>6/30/13)</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 13/14</td>
<td>$38,861</td>
<td>$38,861</td>
<td>$53,861</td>
<td>$18,861</td>
</tr>
<tr>
<td>(07/01/13 – 06/30/14)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Maximum Funds Available per Awarded Contractor</td>
<td>$164,393</td>
<td>$164,393</td>
<td>$209,393</td>
<td>$104,393</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
the momentum and capacity gained from the delivery of the training institutes continue within the provider agencies and school districts beyond the funding period.

6. Participate as a key partner in the School-Based Behavioral Health Initiative. Attend regular meetings, provide input and expertise to support system change efforts, and participate in learning communities.

7. Prepare reports, case summaries and correspondence as required; support data collection and all evaluation activities.

While the timeline for implementation of these activities will depend somewhat on the expertise and experience of the selected bidder(s), the county suggests the following sample timeline as feasible and reasonable given the scope of work and time limitations of this project:

**Suggested Broad Timeline for Project Implementation**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date (anticipated)</td>
<td>February 1, 2012</td>
</tr>
<tr>
<td>Curriculum development, program delivery planning, alignment with program in other RAs</td>
<td>By April 30, 2012</td>
</tr>
<tr>
<td>Recruitment of participants</td>
<td>By April 30, 2012</td>
</tr>
<tr>
<td>Training Institute Start</td>
<td>By May 1, 2012</td>
</tr>
<tr>
<td>Training Institute Completion</td>
<td>No later than June 30, 2014</td>
</tr>
<tr>
<td>Completion of all project activities</td>
<td>No later than June 30, 2014</td>
</tr>
</tbody>
</table>

C. **BACKGROUND**

In 2010 the California Mental Health Services Oversight and Accountability Commission (MHSOAC) approved $123.8 million in PEI Statewide Projects. The MHSOAC identified student mental health as an essential goal of the MHSA and approved $60 million annually for time-limited activities in this area. In order to access the funds, jurisdictions had the option of joining the Joint Powers Authority (JPA) called the California Mental Health Services Authority (CalMHSA) or collaborating with another county or jurisdiction to secure funding and implement Projects on a local level. Alameda County and the City of Berkeley’s MHSA Oversight Committees each voted to use the statewide funds for replicable projects to be implemented on a local level. For this student mental health project HCSA has been designated as the lead jurisdiction for these two government entities and shall hold the contracts awarded through this RFP.

During the local community input phase for this funding stream, stakeholders prioritized the use of mental health consultation for local school districts as a way to increase and strengthen the
prevention and early intervention section of the continuum of school-based services. A definition of mental health consultation and how it strengthens prevention and early intervention efforts is described in greater detail below.

D. SPECIFIC REQUIREMENTS / VENDOR QUALIFICATIONS

1. Vendor Minimum Qualifications
   a. Bidder shall be regularly and continuously engaged in the business of providing mental health consultation services for at least two years out of the last five years; ideally in a school and/or early childhood setting.
   
   b. Bidders shall possess and demonstrate substantial knowledge of the K-12 education system, and be knowledgeable and experienced with the intricacies of providing mental health supports in schools.
   
   c. Bidder shall have a strong sensitivity and awareness of the Regional Area(s) which they are proposing to serve; including the population, culture and community, assets and needs, schools and resources. Experience providing mental health consultation, other mental health services, or trainings in the RA is preferred. Bidders shall demonstrate how they will align their program content and structures to align with the characteristics of the RAs.
   
   d. Bidder shall demonstrate expertise and a minimum of two years of experience providing and/or coordinating training events or learning communities; preferably involving one or more of the following: behavioral health providers, teachers, other school staff, and school or district administrators.
   
   e. Bidder shall employ a model for school-based MHC that is aligned with the SBBHI perspective and be able to demonstrate how use of that model will strengthen a school system’s capacity to meet the culturally diverse needs of students and their families.
   
   f. Bidder shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.

2. PROJECT OVERVIEW

Alameda County School-Based Behavioral Health Initiative

This project will be led by the Alameda County School-Based Behavioral Health Initiative (SBBHI). The SBBHI was launched in 2009 as a partnership between the Alameda County School Health Services Coalition (SHS) and Alameda County Behavioral Health Care Services Agency (BHCS) in order to strengthen and expand school-based behavioral health practice, finance, evaluation, and policy in Alameda County. SHS and BHCS are collaborating to convene and drive the initiative. Additional partners include Alameda County School Districts, Community Service Providers, Alameda County School-Based Health Centers, and University of California San Francisco Institute for Health Policy Studies.
The goals of the SBBHI are to:

- Expand school-based behavioral health systems and practices in Alameda County school districts
- Broaden the capacity of school-based behavioral health services partners to implement best practices
- Broaden the capacity of school and district staff to support the social-emotional development of students
- Increase collaboration between school staff and behavioral health providers to build integrated programming within the schools
- Create an integrated data and evaluation system to track behavioral health outcomes linked to academic outcomes
- Develop integrated funding strategies that strengthen opportunities for universal access

The SBBHI has developed and adopted a best practice framework for school-based behavioral health and models all efforts to fulfill its mission and goals after this framework. The goal is to build a comprehensive continuum of school-based supports and interventions, in all regions of the county, targeted to address the emotional and behavioral needs of students and their families. The framework is available at [www.acschoolhealth.org](http://www.acschoolhealth.org).

One of the primary strategies that the SBBHI is employing to achieve its goals is to provide staffing and other resources at the school district level, to strengthen district efforts to build a system of behavioral health supports in their schools. District level staff and providers coordinate the work of school site providers and school staff, and work collaboratively with principals and district leaders, to build a full continuum of behavioral health supports. This continuum includes prevention/promotion of healthy social emotional development, early intervention for at risk students and students showing early signs of challenges, and treatment to students with the most significant needs.

District-level staff and school-based behavioral health providers receive technical assistance and support from SBBHI partners. Technical assistance is primarily provided in one of three contexts: 1) large group settings, 2) individually by district, and increasingly, 3) smaller groups by regional area. It is the intent of the county to follow the regional model for the mental health consultation training institute.

**Need for Mental Health Consultation in Schools**

The provision of easily accessible, on-site school-based mental health supports that promote healthy adult-student and student peer relationships, early identification of emerging problems, and treatment for students with significant challenges has been shown to effectively interrupt the progression to more serious issues such as school failure, involvement with the juvenile justice system, and suicide. School-based mental health services improve educational outcomes by decreasing absences and discipline referrals and increasing student resilience and engagement. There is growing evidence that school participation and academic achievement are negatively impacted by trauma and other unrecognized or untreated mental health conditions. Unfortunately, given the
current fiscal realities facing education, most schools have limited access to create or expand mental health services to address the social, emotional, and behavioral health needs of students.

To date, Alameda County has emphasized supporting schools and school districts by financing, supporting and implementing school-based early intervention and treatment services to strengthen student development and school success. While this approach has helped thousands of students and their families, there are still far more students and families with needs that this approach is unable to support. It is clear that while the county will continue to provide early intervention and treatment, there is also a need to strengthen the network of support and to implement strategies that prevent and/or reduce symptoms so that students can thrive in their school environments. Implementing mental health consultation in schools will help serve this purpose.

Mental Health Consultation (MHC) for schools includes culturally responsive and primarily indirect services for students. Indirect services include building capacity among administrators, teachers and family members, observing classrooms and the learning environment, and designing interventions that involve shifts in the school climate to support students to succeed. MHC is intended to promote social and emotional development in students, strengthen cultural awareness and sensitivity among the adults in the school system, strengthen positive adult-student relationships, and transform challenging behaviors that are a barrier to academic achievement. Two types of consultation are: (1) student/family-centered consultation to address factors that contribute to a student’s difficulties in functioning well in the classroom setting, and; (2) programmatic consultation to improve the overall quality of the school climate and/or assist the administrator to solve issues that impact groups of students or learning environments.

MHC is transferring traditional mental health practitioner skill sets into seeing the school system as a client. Bidders need to have a strong foundation in school based mental health best practices, so they can: (1) support school administrators and teachers in a shared vision of mental health wellness and services, and; (2) help implement strategies and develop programming to promote social and emotional development and reduce challenging or troubling behavior. In addition to these professional competencies, skills that enable them to work in collaboration with schools are essential for the relationship building and the buy-in from school administrators and teachers. Bidders must be able to understand and appreciate the academic world, school district policies and guidelines. MHC focuses on recognizing and building upon the strengths of teachers and school staff, understanding that the MH Consultant is not an educator, therefore avoiding the “expert” stance. MHC uses facilitation skills to encourage communication and interaction among school staff, teachers, and students. Ultimately, MHC is a process of coaching and modeling skills to encourage shared problem solving; and becoming an integrated part of the school culture.

**MHC Capacity Building by Region**

This project seeks to implement mental health consultation in schools in five regional areas of Alameda County over the next 2 ½ years by training relevant school staff and school-based providers to: 1) provide school-based MHC and 2) become trainers of school-based MHC in the school districts where they work.
The aim is to set up a training institute in five regional areas of the county that reflects the unique needs of the schools and service context in these areas. The five regional areas (RA) are defined as follows.

RA 1: Tri-City, school districts of Fremont, New Haven and Newark.
RA 2: Tri-Valley, school districts of Dublin, Livermore and Pleasanton.
RA 3: Eden, school districts of Castro Valley, Hayward, San Leandro and San Lorenzo.
RA 5: North County B: school districts of Albany and Berkeley.

The funding allotted for each of these five training institutes is shown in section II A of this RFP. Funds for each regional area have been allocated based upon a combination of school district size, collaborative requirements of the funding source, collaborative capacity within each region, and existing need and infrastructure for school-based behavioral health supports.

Bidders may apply to serve more than one RA in the county, but must submit a separate proposal for each RA. Proposals will be reviewed and handled distinctively for each RA. A bidder who applies to serve multiple RAs may be awarded a contract in one or more RAs but not others where they have applied. It is the intention of the county to award a contract to the strongest proposal in each RA, regardless of the number of RAs that bidder has applied to serve.

Training institute participants will be seen as collaborative partners between the SBBHI, the SBBH program coordinators within each school district, and the school-based behavioral health providers’ network. The size of each training institute is up for consideration, yet it is crucial that each has a combination of school district and agency staff representing each district in the RA.

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 principal 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 principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.epls.gov](http://www.epls.gov); and
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit N attached, certifying bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.
III. INSTRUCTIONS TO BIDDERS

F. COUNTY CONTACTS

Health Care Services Agency is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the Health Care Services Agency School Health Services Coalition 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 via e-mail by 5:00pm on Monday, December 7, 2011 to:

Lisa Warhuus
Alameda County Health Care Services Agency
School Health Services
E-Mail: Lisa.Warhuus@acgov.org
Fax: 510-351-1367

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_app/gsa/purchasing/bid_content(contractopportunities.jsp) to view current contracting opportunities.

The specific posting place of this School-Based Mental Health Consultation training institute RFP and related Addenda is located at: http://acschoolhealth.blogspot.com

G. CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Issued</td>
<td>November 17, 2011</td>
</tr>
<tr>
<td>Written Questions Due</td>
<td>by 5:00 pm on December 7, 2011</td>
</tr>
<tr>
<td>Networking/Bidders Conference #1</td>
<td>December 6, 2011 @ 10 am</td>
</tr>
<tr>
<td>Mandatory, All bidders must attend</td>
<td>HCSA, 1000 San Leandro Blvd. Suite 300, San Leandro</td>
</tr>
<tr>
<td>Networking/Bidders Conference #2</td>
<td>December 7, 2011 @ 10 a.m</td>
</tr>
<tr>
<td>Non Mandatory meeting</td>
<td>at: HCSA, 1000 San Leandro Blvd. Suite 300, San Leandro</td>
</tr>
<tr>
<td>Specifications, Terms &amp; Conditions for SCHOOL-BASED MENTAL HEALTH CONSULTATION TRAINING INSTITUTE</td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td></td>
</tr>
<tr>
<td>Addendum Issued: December 16, 2011</td>
<td></td>
</tr>
<tr>
<td>Response Due: January 3rd, 2012 <strong>by 5:00 p.m.</strong></td>
<td></td>
</tr>
<tr>
<td>Evaluation Period: January 4-11, 2012</td>
<td></td>
</tr>
<tr>
<td>Vendor Interviews: January 12-20, 2012</td>
<td></td>
</tr>
<tr>
<td>Board Letter Issued: January 31, 2012</td>
<td></td>
</tr>
<tr>
<td>Board Award Date: January 31, 2012</td>
<td></td>
</tr>
<tr>
<td>Contract Start Date: February 1, 2012</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** 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, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

### H. NETWORKING / BIDDERS CONFERENCES

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/Q.
- Provide an opportunity for bidders to ask specific questions about the project and request RFP/Q clarification.
- Provide the County with an opportunity to receive feedback regarding the project and RFP/Q.

All questions will be addressed and the list of attendees will be included in an RFP/Q 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.

**Attendance of December 6, 2011 networking/Bidders conference is mandatory.**

Networking/bidders conference will be held as shown on Calendar of Events section above. Failure to participate in at least one networking/bidders conference will be basis for disqualification.
Networking/bidders conference(s), will be held on:

<table>
<thead>
<tr>
<th>MANDATORY</th>
<th>NON-MANDATORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 6, 2011 @ 10 a.m.</td>
<td>December 7, 2011 @ 10 a.m.</td>
</tr>
<tr>
<td>at Health Care Services Agency</td>
<td>at Health Care Services Agency</td>
</tr>
<tr>
<td>Room 325, 3rd floor</td>
<td>Room 325, 3rd floor</td>
</tr>
<tr>
<td>1000 San Leandro Blvd., San Leandro CA 94577</td>
<td>1000 San Leandro Blvd., San Leandro CA 94577</td>
</tr>
</tbody>
</table>

Additional Information: free parking in the parking lot in front of the building.
I. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Office of the Purchasing Agent of Alameda County BY 5:00 p.m. on the due date specified in the Calendar of Events. – January 3, 2012

   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:

   RFP for School-Based Mental Health Consultation Training Institute
   RFP/Q No. 900111
   Alameda County Health Care Services Agency
   ATTN: Connie Yale
   1000 San Leandro Blvd, Suite 300
   San Leandro, CA 94577-1675

   *PLEASE NOTE that on the bid due date, a bid reception desk will be open between 1:00 p.m. – 5:00 p.m. and will be located in the 3rd floor lobby at 1000 San Leandro Blvd., San Leandro

3. Bidders are to submit one (1) original hard copy bid, with original ink signatures, plus 5 copies of their proposal. [Note: HCSA keeps original, 1 for each evaluation committee member, plus 1 to pull SLEB and 1st Source documentation.] Original proposal is to be clearly marked, printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the proposal. Bidders must also submit an electronic copy of their proposal. The electronic copy must be a single file,
scanned image of the original hard copy with all appropriate signatures, and must be on disk or USB flash drive and enclosed with the sealed hardcopy of the bid.

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

5. No telegraphic, email (electronic) or facsimile bids will be considered.

6. Bidder agrees and acknowledges all RFP/Q 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 2 months.

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. **Proprietary or Confidential Information:** No part of any bid response is to be marked as confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP/RFQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all bid responses shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of “trade secrets” protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.).

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, an intended award has been made by the County Selection Committee, and the contract has been fully negotiated with the intended awardee named in the intent to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) business days before approval of the award and contract is scheduled to be heard by the Board of Supervisors by Health Care Services Agency. All parties submitting proposals, either qualified or unqualified, will receive mailed intent to award/non-award notification(s), which will include the name of the bidder to be recommended for award of 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.

J. RESPONSE FORMAT

A. Format

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

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

3. The proposal must be typewritten or computer generated on 8½" x 11" paper with 1” margins, in a standard twelve (12) point font on white paper, double-spaced, single sided, with each page numbered consecutively and the original, as well as each copy, must be bound in a secure manner. This requirement will ensure uniformity among all proponents.

4. Each bidder shall agree to provide the COUNTY with any additional information necessary for an accurate determination of the prospective CONTRACTOR’S qualifications to perform the required services.

5. The response to this RFP must be made according to the specifications set down in this section, both for content and sequence. Failure to adhere to these specifications may be cause for rejection of the proposal. No correction or resubmission shall be accepted after the proposal deadline.

6. Any interpretation of, or change in, the RFP will be made in writing by addendum to each bidder to whom specifications have been issued and should become a part of the RFP and any contract awarded. The COUNTY will not be responsible for any other explanation or interpretation.

B. RESPONSE CONTENT AND SEQUENCE OF PROPOSAL

1. Title Page

2. Table of Contents
   a. Comprehensive table of contents of material included in the proposal

3. Cover Letter (Maximum 2 pages)
   a. Cover letter to include the agency name, address, and telephone number of the person or persons to be used for contact and name of person(s) authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the bidder and to bind the bidder in the contract.
4. Organization & Approach (Maximum 9 pages)
   a. Describe the background, mission, goals and programs and services of your organization. Include specific references to your history and experience that relate to this project.
   b. Describe in detail how your organization meets each of the minimum bidder qualifications described in Section II, A of this RFP.
   c. Describe your organization’s perspective on the Regional Area you seek to serve; including demographics, communities, school systems, and prior experience of your organization working in that RA.
   d. Describe the infrastructure of your team, including key individuals, their relevant experience and expertise, their roles/responsibilities in achieving the project’s scope of work, and their time on this project. Provide resumes for key team members (attachments are acceptable). Indicate who will be the primary liaison between your organization, the School-Based Behavioral Health Initiative, and the school districts and agencies in the region you are applying to serve.

5. Scope of Work, Timeline & Budget (Maximum 6 pages)
   a. Describe your organization’s capacity to leverage staffing, programs, services and resources to successfully achieve all deliverables in the scope of work described in Section II, B.
   b. Describe your project management approach in addressing the planning, development, coordination and delivery of services described in this RFP. Include a timeline that includes planning, coordination, and the provision of services.
   c. Propose a line item program budget designed to meet or exceed the required services. The bidder should include one column totaling the amount in this contract. Additional columns can include any agency funding that will be used to provide additional services on this project and/or to the target population. A budget narrative should accompany the line item program budget that explains each line item. The budget and budget narrative may be single spaced.

6. Description of Relevant Projects (Maximum 2 pages)
   a. Describe at least two different projects that demonstrate your organization’s experience and capacity in providing services relevant to this RFP. In each project, briefly describe the overall goal/purpose, key stakeholders and partners involved, your organization’s primary role and approach, major achievements and challenges, and how the project is currently sustained. If the project has not been sustained, please provide an explanation.
K. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience and/or knowledge of the target population and project. 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 Health Care Services Agency 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 evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

If the two-stage approach is used, the 8 bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral presentation and interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

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

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Not Acceptable: 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: 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: Has a reasonable probability of success, however, some objectives may not be met.</td>
</tr>
<tr>
<td>3</td>
<td>Average: 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: 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 / Exceptional: Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.</td>
</tr>
</tbody>
</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:</td>
<td></td>
</tr>
<tr>
<td>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 will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>B. Debarment and Suspension:</td>
<td></td>
</tr>
<tr>
<td>Bidders, its principal 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>C. Cost:</td>
<td></td>
</tr>
<tr>
<td>The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder’s total proposed cost.</td>
<td>10 Points</td>
</tr>
<tr>
<td>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?); and (e) affordability (i.e., the ability of the County to finance the equipment/system and 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.</td>
<td></td>
</tr>
<tr>
<td>D. Implementation Plan and Schedule:</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>20 Points</td>
</tr>
</tbody>
</table>
### E. Relevant Experience:

Proposals will be evaluated against the RFP specifications and the questions below:

<table>
<thead>
<tr>
<th>Question</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Do the individuals assigned to the project have experience on similar projects?</td>
<td>20</td>
</tr>
<tr>
<td>- Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</td>
<td></td>
</tr>
<tr>
<td>- How extensive is the applicable education and experience of the personnel designated to work on the project?</td>
<td></td>
</tr>
</tbody>
</table>

### F. Oral Presentation and Interview:

The oral presentation by each bidder shall not exceed sixty (60) minutes in length. 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>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
</tr>
</tbody>
</table>

### G. Understanding of the Project:

Proposals will be evaluated against the RFP specifications and the questions below:

<table>
<thead>
<tr>
<th>Question</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Has proposer demonstrated a thorough understanding of the purpose and scope of the project?</td>
<td>20</td>
</tr>
<tr>
<td>- How well has the proposer identified pertinent issues and potential problems related to the project?</td>
<td></td>
</tr>
<tr>
<td>- Has the proposer demonstrated that it understands the deliverables the County expects it to provide?</td>
<td></td>
</tr>
<tr>
<td>- Has the proposer demonstrated that it understands the County’s time schedule and can meet it?</td>
<td></td>
</tr>
</tbody>
</table>

### H. Methodology:

Proposals will be evaluated against the RFP specifications and the questions below:

<table>
<thead>
<tr>
<th>Question</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</td>
<td>20</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>

### Local Preference

<table>
<thead>
<tr>
<th>Five Percent (5%)</th>
</tr>
</thead>
</table>
L. **NOTICE OF INTENT TO AWARD**

1. At the conclusion of the RFP/Q response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail or fax, and certified mail, of the contract award recommendation, if any, by Health Care Services Agency. The document providing this notification is the Notice of Intent to Award.

   The Notice of Intent to Award will provide the following information:
   
   - The name of the bidder being recommended for contract award; and
   - The names of all other parties that submitted proposals.

2. At the conclusion of the RFP/Q process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid.

   a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.

   b. Debriefing may include review of successful bidder’s proposal with redactions as appropriate.

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

M. **BID PROTEST / APPEALS PROCESS**

Health Care Services Agency 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 once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County’s Health Care Services Agency, ATTN: Rebecca Gebhart, Finance Administrator, located at 1000 San Leandro Blvd. Suite 300, San Leandro CA 94577, Fax: (510) 351-1367, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award,
not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.

a. The Bid protest must contain a complete statement of the reasons and facts for the protest.

b. The protest must refer to the specific portions of all documents that form the basis for the protest.

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

d. The County Agency/Department will transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.

2. Upon receipt of written protest, HCSA Finance Administrator, or designee will review and evaluate the protest and issue a written decision. The HCSA - Finance Administrator, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing date.

The decision will be communicated by e-mail or fax, and certified mail, and will inform the bidder whether or not the recommendation to the Board in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the RFP.

3. The decision of the HCSA-Finance Administrator on the bid protest may be appealed to the Auditor- Controller’s Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: (510) 272-6502. The Bidder whose Bid is the subject of the protest, all Bidders affected by the HCSA – Finance Administrator’s decision on the protest, and the protestor have the right to appeal if not satisfied with the HCSA –Finance Administrator’s decision. All appeals to the Auditor-Controller’s OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the HCSA-Finance Administrator, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day.

a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
b. In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP/RFQ or, where appropriate, County contracting policies or other laws and regulations.

c. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Health Care Services Agency Finance Administrator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.

d. The decision of the Auditor-Controller’s OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCC will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.

4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.

5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

IV. TERMS AND CONDITIONS

N. TERM / TERMINATION / RENEWAL

1. The awarded contracts shall be prorated in fiscal year (FY) 2011/12 and include FY 2012/13 with the option for HCSA to renew in part or not at all the for FY 2013/14 contract.

2. The awarded contracts shall be prorated in fiscal year (FY) 2011/12 and include FY 2012/13 with the option for HCSA to renew in part or not at all the for FY 2013/14 contract.

3. Any renewal of the awarded contracts shall be contingent on the availability of funds, Contractor performance and the continued prioritization of program activities and target populations by HCSA.
4. Funding shall expire on or before June 30, 2014 and shall not be available after that date. County may choose not to renew a contract for reasons other than funding.

O. 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.

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

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

5. Board approval to award a contract is required.

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

6. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder.

7. 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. Exceptions must be approved by Health Care Services Agency.

P. METHOD OF ORDERING

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

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

3. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.

Q. 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 contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.

5. Contractor shall utilize standardized invoice upon request.

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

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

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

R. LIQUIDATED DAMAGES
   1. A deduction for liquidated damages of $ per (unit of measure: day, week, etc.) will be assessed for not meeting (performance requirements) as prescribed in the section entitled "Specific Requirements."

   2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under any contract which may be awarded to Contractor arising from the RFP/Q. Should the amount of the damages exceed the amount due, the Contractor's sureties shall be liable for the excess.

   3. In the event the Contractor’s performance and/or deliverable projects have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and or deliverable projects are deemed satisfactory.

S. 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/Q; 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/Q.

2. **Small and Emerging Locally Owned Business:** A small business for purposes of this RFP/Q is defined by the United States Small Business Administration and must be certified by the County for the following NAICS Code(s): 611430 as having no more than $7,000,000 in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years. 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 and Application) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor. To access the online (pdf) version of this application please go to: [http://www.acgov.org/auditor/sleb/forms/commonapp.pdf](http://www.acgov.org/auditor/sleb/forms/commonapp.pdf).

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/Q; 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/Q:

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. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other. 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.

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:

- non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents
- 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 the Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEGbcompliance@acgov.org.

3. Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified is ten percent (10%) [five percent (5%) local, and five percent (5%) certified]. Compliance with the SLEB program is required for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects, but no preference points are applied.
4. **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 require 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.

Vendors awarded contracts for goods and services in excess of One Hundred Thousand Dollars ($100,000) as a result of any subsequently issued RFQ are to allow Alameda County ten (10) working days to refer potential candidates to vendor 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. Potential candidates referred by County to Vendor will be pre-screened, qualified applicants based on vendor specifications. Vendor 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 Vendor.

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/Q. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

If compliance with the First Source Program will interfere with Contractor’s pre-existing labor agreements, recruiting practices, or will otherwise obstruct the Contractor’s ability to carry out the terms of the contract, the Contractor will provide to the County a written justification of non-compliance.

If additional information is needed regarding this requirement, please contact the Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

**T. ONLINE CONTRACT COMPLIANCE SYSTEM**

Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual
requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.

The prime contractor and all participating local and SLEB subcontractors awarded contracts as a result of this bid process for this project are required to use Elation to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. Use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts.

Upon contract award

1. The County will provide contractors and subcontractors participating in any contract awarded as a result of this bid process, a code that will allow them to register and use Elation Systems free of charge.

2. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.
   a. Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Oakland, California area.

It is the Contractor’s responsibility to ensure that they and their subcontractors are registered and trained as required to utilize Elation Systems.

For further information, please see the Elation Systems training schedule online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870.

If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

U. COMPLIANCE INFORMATION AND RECORDS

As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor.

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/Q and any contract which may arise pursuant to this RFP/Q.

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 Health Care Services Agency staff to ensure that established standards are adhered to.

W. GENERAL REQUIREMENTS

1. Proper conduct is expected of Contractor’s personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.

2. 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.

3. Contractor personnel shall be easily identifiable as non-County employees (e.g., work uniforms, badges, etc.).
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/Q 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/Q. No alterations or changes of 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/Q, 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/Q 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/Q. (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 any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

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

7. **Rights and remedies of County for default:** (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. **Discounts:** (a) Terms of less than ten (10) days for cash discount will be 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/Q, 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/Q 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/Q and Bid Acknowledgement.

---

**Firm:**

**Address:**

**State/Zip**

**What advertising source(s) made you aware of this RFP/Q?**

---

**Printed Name Signed Above:**

**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 COVERAGE(S)</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td></td>
</tr>
<tr>
<td><strong>B</strong> Commercial or Business Automobile Liability</td>
<td></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>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td>Any Auto</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td></td>
</tr>
<tr>
<td><strong>C</strong> Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td></td>
</tr>
<tr>
<td>Required for all contractors with employees</td>
<td>WC: Statutory Limits</td>
</tr>
<tr>
<td>EL: $100,000 per accident for bodily injury or disease</td>
<td></td>
</tr>
<tr>
<td><strong>D</strong> Endorsements and Conditions:</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>
</tr>
<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>
<td></td>
</tr>
<tr>
<td>– Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.</td>
<td></td>
</tr>
<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>
</tr>
<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>
<td></td>
</tr>
<tr>
<td>- Department/Agency issuing the contract</td>
<td></td>
</tr>
<tr>
<td>- With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)</td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF ALAMEDA
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM
SLEB
CERTIFICATION INSTRUCTIONS

3 Easy Steps

1. Complete the application form

Program Definitions

Local Business: A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County.

Small Business: A business which has been certified by the County as local and meets the U.S. Business Administration (SBA) size standards for its classification. Size standards and classification codes information available at http://www.naics.com/search.htm.

Emerging Business: A business which has been certified by the County as local and meet less than one half of the U.S. SBA size standards for its classification and has been in business less than 5 years.

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. If any item on the application form is not applicable, please put “N/A” in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please sign* and mail Application to:

Alameda County Auditor-Controller Agency
Office of Contract Compliance
1221 Oak Street, Room 249
Oakland, CA 94612

*The application form must be signed by the owner, principal partner or authorized officer of the corporation. We will contact you within 10 days to schedule a site visit upon receipt of your application.

3. On-site Visit

The following items must be available for our review during the visit to your business address:

- Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years**
- Business Licenses
- Current Identification (i.e. Driver’s License, Identification Card)
- Deed, Rental or Lease Agreement showing Business Address

**Personal Net Worth Statement (if the business has never filed taxes)

Thank you for your interest in doing business with Alameda County.
COUNTY OF ALAMEDA
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM
SLEB
CERTIFICATION INSTRUCTIONS

If you have questions regarding your certification, please contact:

Office of Contract Compliance Tel: (510) 891-5500 Fax: 510-272-6502 or Email: ACSLEBcompliance@acgov.org
The Common Application is a sharing of information between agencies and NOT a reciprocal certification.

1) Contact Information

<table>
<thead>
<tr>
<th>Legal Name of Entity</th>
<th>Contact Person (Name &amp; Title)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address of Entity (No P.O. Box)</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Telephone ( )</td>
<td>Fax # ( )</td>
</tr>
<tr>
<td>Email Address</td>
<td>Web Site</td>
</tr>
</tbody>
</table>

2) Company Profile

<table>
<thead>
<tr>
<th>Primary Service undertaken/offered:</th>
<th>Specialty Service undertaken/offered:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Entity was established (mm/dd/yr)</td>
<td>Does the entity have one or more additional offices outside the city of Oakland, CA? Y N</td>
</tr>
<tr>
<td>Method of Acquisition</td>
<td>Federal ID Number:</td>
</tr>
<tr>
<td>□ New</td>
<td>□ Secured concession</td>
</tr>
<tr>
<td>□ Purchased existing</td>
<td>□ Inherited</td>
</tr>
<tr>
<td>□ Merger or consolidation</td>
<td>□ Other (explain)</td>
</tr>
<tr>
<td>□ Inherited</td>
<td></td>
</tr>
</tbody>
</table>

Has this entity operated under a different name during the past five years? □

Type of Firm

- □ Sole Proprietorship
- □ Joint Venture
- □ Partnership
- □ Corporation
- □ Limited Liability Partnership
- □ Limited Liability Corporation
- □ Publicly traded entity
- □ Non-Profit or Church
- □ Other ____________________________

Ethnicity Group of owners(s) that own greater than 50% of the business. (for tracking purposes only)

- □ African American
- □ Asian
- □ Asian Pacific/Hawaiian
- □ Asian Indian
- □ Caucasian
- □ Filipino
- □ Other ____________________________

Gender (for tracking purposes only)

- □ Male
- □ Female

Gross Receipts for the last three recent fiscal years:

<table>
<thead>
<tr>
<th>Year Ended</th>
<th>Total Receipts $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Ended</td>
<td>Total Receipts $</td>
</tr>
<tr>
<td>Year Ended</td>
<td>Total Receipts $</td>
</tr>
</tbody>
</table>

Please attach copies of appropriate tax returns: (e.g. Form 990, Form 1040, Form 1120, etc)
2) **Company Profile:** (Continue)

<table>
<thead>
<tr>
<th>Number of Employees at the local office</th>
<th>Permanent Full time</th>
<th>Temporary Full Time</th>
<th>Seasonal Full Time</th>
<th>Permanent Part time</th>
<th>Temporary Part Time</th>
<th>Seasonal Part Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Full time</td>
<td></td>
<td></td>
<td></td>
<td>Permanent Part time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Full Time</td>
<td></td>
<td></td>
<td></td>
<td>Temporary Part time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seasonal Full Time</td>
<td></td>
<td></td>
<td></td>
<td>Seasonal Part Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent Part time</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Part time</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seasonal Part Time</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL Number of Employees at all locations.**

<table>
<thead>
<tr>
<th>Permanent Full time</th>
<th>Temporary Full Time</th>
<th>Seasonal Full Time</th>
<th>Permanent Part time</th>
<th>Temporary Part Time</th>
<th>Seasonal Part Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3) **Certifications:**

<table>
<thead>
<tr>
<th>Name of Issuing Authority</th>
<th>Type</th>
<th>Number</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City / County Business Tax Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internal Revenue Service (required) – If your firm is a Non-Profit, submit the Letter of Determination of Not For Profit Status.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State of CA /CUCP Certification for DBE/ACDBE firm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State of CA /SBA Certification for Small firm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Certification</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Certification</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Certification</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4) **Professional Licenses, Permits and/or Certificates** (e.g. contractor, architect, engineer, etc. – list all that apply - attach copies. List on a separate page if additional space is needed)

<table>
<thead>
<tr>
<th>Name of Issuing Authority</th>
<th>Type</th>
<th>Number</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of CA Contractor’s License Board – Contractor’s License:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State of CA Professional Service License or Permit:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State of CA Service Provider License or Permit:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5) **NAICS Codes:** Please review the NAICS\(^1\) listing of work codes and indicate below your areas of expertise ranked in order of importance (begin with primary and specialty areas as indicated in the Company Profile section) NAICS Codes can be found at: [http://www.naics.com/search.htm](http://www.naics.com/search.htm) & [http://www.census.gov/epcd/naics02/](http://www.census.gov/epcd/naics02/). Add separate sheet for additional NAICS codes if needed.

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Description of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6) **Additional Information:**

- Are you a Trucking Firm? □ Yes □ No
- Are you a Truck Broker? □ Yes □ No
- Both? □ Yes □ No
- A supplier? □ Yes □ No

7) **When submitting this application to any of the checked Certification Taskforce members, I consent to the sharing of information contained herein and declare under penalty of perjury that all statements made in the Application are true and correct:** □ Yes □ No

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

Signature ________________________________________ Print Name __________________________________ Date ___________ 

---

\(^{1}\) North American Industry Classification System – www.naics.com
EXHIBIT F

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

COUNTY OF ALAMEDA

RFP/Q No. 900111
For
School-Based Mental Health Consultation Training Institute

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

Bidders not meeting the definition of a SLEB (as stated in this RFP/Q 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. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: http://www.elationsys.com/elationsys/index.htm).

☐ BIDDER IS A CERTIFIED SLEB (sign below)

SLEB BIDDER BUSINESS NAME: _______________________________________________________________

SLEB Certification #:____________________    SLEB Certification Expiration Date  ____/____/____

NAICS Codes Included in Certification_______________________________________________________

☐ BIDDER is NOT a certified SLEB and will subcontract ________% with the SLEB named below for the following goods/services:  ____________________________________________________________

SLEB Subcontractor Business Name:  ______________________________________________________

SLEB Certification #:____________________   SLEB Certification Expiration Date: ___/___/___

SLEB Certification Status:  □ Small  □ Emerging

NAICS Codes Included in Certification_______________________________________________________

Principal Name:   _________________________________________________________________________

SLEB Subcontractor Principal Signature: ___________________________________________Date:___________

Upon award, prime contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Signature:  ________________________________________________     Date:_______________
**EXHIBIT G**

**COUNTY OF ALAMEDA**

**RFP/Q No. 900111**

for

School-Based Mental Health Consultation Training Institute

**REQUEST FOR BID PREFERENCE**

**PLEASE READ AND COMPLETE THIS FORM CAREFULLY:**

IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR EMERGING AND LOCAL BUSINESS BID PREFERENCE, COMPLETE THIS FORM AND RETURN IT WITH YOUR RFP/Q SUBMITTAL. IN ADDITION, IF APPLYING FOR A LOCAL BID 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) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified is 10% (5% local & 5% certified). Compliance with the SLEB program is required for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects, but no preference points are applied.

Check the appropriate boxes below (2 maximum) and provide the requested information.

<table>
<thead>
<tr>
<th>☐ Request for 5% LOCAL Bid Preference</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Complete 1-4, print name, title, sign and date below)</td>
</tr>
<tr>
<td>1. Company Name</td>
</tr>
<tr>
<td>2. Street Address</td>
</tr>
<tr>
<td>3. Telephone Number</td>
</tr>
<tr>
<td>4. Business License #</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>☐ Request for 5% SMALL Local Business Bid Preference OR ☐ Request for 5% EMERGING Local Business Bid Preference</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Complete certification information below)</td>
</tr>
<tr>
<td>SLEB Certification #:</td>
</tr>
<tr>
<td>NAICS Codes Included in SLEB Certification</td>
</tr>
</tbody>
</table>

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

Print/Type Name: ____________________________

Print/Type Title: ____________________________

Signature: ____________________________

Date: ____________________________
EXHIBIT H

COUNTY OF ALAMEDA

RFP/Q No. 900111
for
School-Based Mental Health Consultation Training Institute

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 contract: ________________

This information to be completed by County:

Contract # ______________________

Contract Amount: __________________

Contract Term: ___________________
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.acgov.org/auditor/sleb/.

If compliance with the First Source Program will interfere with Vendor’s pre-existing labor agreements, recruiting practices, or will otherwise obstruct Vendor’s ability to carry out the terms of the contract, Vendor will provide to the County a written justification of non-compliance in the space provided below.

_______________________________________________________________________
________________________________________________________________________

(Company Name)  
(Vendor Signature)  (Date)

(East Bay Works / One-Stop Representative Signature)  (Date)

Justification for Non-Compliance:

_______________________________________________________________________
________________________________________________________________________
EXHIBIT I
COUNTY OF ALAMEDA
RFP/Q No. 900111
for
School-Based Mental Health Consultation Training Institute

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></td>
</tr>
<tr>
<td></td>
<td>Paragraph No.</td>
<td></td>
</tr>
</tbody>
</table>

Bidder Name ____________________________  Bidder Signature ____________________________  Date ____________________________
EXHIBIT J

COUNTY OF ALAMEDA

RFP/Q No. 900111
for
School-Based Mental Health Consultation Training Institute

STANDARD SERVICES AGREEMENT TEMPLATE

The Standard Services Agreement template may be found online at:

http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf
EXHIBIT K

COUNTY OF ALAMEDA

RFP/Q No. 900111
for
School-Based Mental Health Consultation Training Institute

ENVIRONMENTAL CERTIFICATION

The bidder certifies under penalty of perjury the following:

- The products we are proposing to supply are not manufactured with and do not contain, use, or generate PBTs as defined in Acronym and Term Glossary of this RFQ.

- Our company and any product provided to the County as part of this contract, is in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation.

The bidder shall provide the following with its response:

A brief description of planned efforts to minimize the amount of packaging and shipping materials and a description of the post-consumer recycled content of those materials:

Print Name/Title: ________________________________________________________________

Company Name: ________________________________________________________________

Signature: ______________________________________________________________________

Date: __________________________________________________________________________
EXHIBIT M

RFP/Q No. 900111
for
School-Based Mental Health Consultation Training Institute

RESPONSE CONTENT AND SUBMITTALS
COMPLETENESS CHECKLIST

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/Q number and title, your company name and address, name of the contact person (for all matters regarding the RFP/Q 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 quotation/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/Quotation; 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/Q 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 will have all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP/Q. This requirement includes the necessity for some out of state companies to be registered with the State of California by the effective date of the agreement. Information regarding this requirement can be located at the Secretary of State website, http://www.sos.ca.gov/; and

8. An acceptance of all conditions and requirements contained in this RFP/Q.

9. Cover letter must be signed in ink by a person or persons authorized to execute the proposal on behalf of the bidder.

☐ D. Letter of Transmittal: Bid responses shall include a description of Bidder’s approach in providing its goods and/or 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. Executive Summary: A brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three (3) pages in length and should be easily understood.

☐ F. Bidder’s Qualifications and Experience:

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

☐ G. Financial Statements. NA

☐ H. Key Personnel - Qualifications and Experience:

Bid responses shall include a complete list of and resumes for all key personnel associated with the RFP/Q. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. 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/Q (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.
I. 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. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts shall be available for repairs. 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/Q.

J. Implementation Plan and Schedule:

The bid response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include a County Acceptance Test Plan (ATP). In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the final equipment/system and/or services.

K. Evidence of Qualification Testing:

Evidence that the proposed equipment/system has successfully completed the qualification test standard requirements defined in the RFP/Q herein is required. Evidence shall include a statement from an Independent Testing Authority (ITA) that both the hardware elements and the software elements of the proposed equipment/system comply with the requirements of such standard. If the equipment/system described herein requires the addition of components or features not previously tested by the ITA, the County will determine, in its sole discretion, whether qualification testing of such components or features will be required prior to the award of a contract.

L. Bid Form, Exhibit B: NA

M. 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/Q. 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 “Acord”) 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.

☐ N. Performance Bond: **NA**

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

☐ Exhibit A, Acknowledgement form for the RFP and for each Addendum, 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 or renewal 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 (The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).

☐ Exhibit K, NA

☐ Exhibit N, Debarment and Suspension Certification.
EXHIBIT N

COUNTY OF ALAMEDA

RFP/Q No. 900111
for
School-Based Mental Health Consultation Training Institute

DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over $25,000

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed 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 necessarily 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: _______________________