

**ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES (ACBH)  
REQUEST FOR PRE-QUALIFICATION (RFPQ) 22-01  
SPECIFICATIONS, TERMS & CONDITIONS  
FOR  
EATING DISORDER TREATMENT SERVICES**

**For complete information regarding this project, see RFQ posted at  
[http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp)  
or contact the County representative listed below.**

**INITIAL RFPQ RESPONSE DUE:  
by 2:00 pm on March 15, 2022 via email:  
RFPQ# 22-01 c/o Rachel Garcia  
Contact: Rachel Garcia  
Email: Rachel.Garcia2@acgov.org Phone: 510.383-1744**

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**I. STATEMENT OF WORK**

**A. INTENT**

The intent of this Request for Pre-Qualification (RFPQ) is to identify qualified Bidders interested in providing eating disorder (ED) treatment services through a pool of contractors. Alameda County Behavioral Health Care Services (hereafter referred to as ACBH or County) will identify and refer clients as having eating disorders and not successfully managing their symptoms through outpatient treatment with existing ACBH outpatient providers, or needing a higher level of care outside of ACBH.

ACBH intends to award Services as Needed (SAN) contracts to Bidders who meet the Bidder Qualification Criteria (see Section I.C. below), for one or more of the following programs:

<b>Services</b>	<b>Service Areas</b>
Residential Treatment	Services must be within California
Partial Hospitalization Program (PHP)	<ul style="list-style-type: none"> <li>• In-person services: must be within 100-mile radius of Alameda County</li> <li>• Telehealth services: must be provided from a site in California</li> <li>• If transitional housing is also available, services must be within California</li> </ul>
Intensive Outpatient Services (IOP)	<ul style="list-style-type: none"> <li>• In-person services: must be within 100-mile radius of Alameda County</li> <li>• Telehealth services: must be provided from a site in California</li> <li>• If transitional housing is also available, services must be within California</li> </ul>
Transitional Housing for PHP and IOP	Services must be within California
Specialized Eating Disorder Services <sup>1</sup>	<ul style="list-style-type: none"> <li>• In-person services: must be within 100-mile radius of Alameda County</li> <li>• Telehealth services: Clinical services must be provided by a practitioner licensed in California</li> </ul>

Bidders applying for Specialized ED services may propose new and emerging ED treatment modalities, pending ACBH review and approval.

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<sup>1</sup> Specialized Services may include combinations of services such as multi-disciplinary team approaches, individual therapy, group therapy, family therapy, monitoring by a licensed dietician, and medication support with a licensed prescriber/ psychiatrist in an outpatient setting.

Qualification of vendors will be performed by County staff who have expertise or experience in the areas of such services. These staff will evaluate and verify Bidder responses and recommend vendors for inclusion in the pool of contractors. The person administering this process shall notify vendors of the qualification outcome. Only qualified and approved vendors will have the opportunity to provide the services requested by ACBH.

ACBH will keep the RFPQ open on a continuous basis to allow vendors to become qualified as they become eligible, and approval may be requested through the term of the contract. The County does not guarantee any minimum or maximum dollar amount or any awarded scope of services under this contract. ACBH does not discriminate against particular Bidders that serve high-risk populations or specialize in conditions that require costly treatment.<sup>2</sup>

ACBH reserves the right to end a contract if/ when the awarded Contractor materially alters staff, deliverables, and outcomes any time after the contract award. The County is not obligated to award any contracts as a result of this RFPQ process. The County may, but is not obligated to, renew any awarded contract. Any renewal of an awarded contract shall be contingent on the availability of funds, awarded Contractor's performance, and continued prioritization of the activities and priority populations as defined and determined by ACBH.

## **B. BACKGROUND/SCOPE**

As defined in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5), EDs include Anorexia Nervosa, Bulimia Nervosa, Binge Eating Disorder, and Avoidant/Restrictive Food Intake Disorder. At least 30 million people of all ages, gender identification, sexual orientation, and races/ethnicities suffer from an ED in the United States. Common risk factors faced by people with EDs include: social isolation, family conflict/instability, depression, anxiety, low self-esteem, insomnia, self-harm, suicidal ideation, rapid weight loss, and long term medical and dental problems that can lead to medical complications and possibly death. Anorexia Nervosa has the highest mortality rate of any mental illness.

As a Mental Health Plan, ACBH seeks to expand its pool of ED service providers to be able to offer a variety of treatment models to clients. Clients who present with EDs are often resistant to treatment, and a single treatment model may not be the most appropriate or effective for each client. When clients participate in a treatment program that best meet their needs and presentation, this can prevent repeated cycling through services. By expanding the number of ACBH contractors to provide higher level of care for ED treatment services through the establishment of a pool of contractors, ACBH clients will have more options for appropriate treatment, based on each client's need.

The awarded Contractors shall offer one or more of the following modalities:

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<sup>2</sup> To comply with 42 CFR § 438.214 as a Prepaid Inpatient Health Plan (PIHP).

- Residential treatment for youth and for adults (24-hour programs);<sup>3</sup>
- PHPs (a minimum of six hours of treatment per day and are available five to seven days per week);
- IOPs (a minimum of three hours of treatment per day and are available three to six days per week); and
- Transitional Housing for clients while receiving PHP or IOP if distance from the provider to the clients' homes is prohibitive for attendance in services.
- Specialized ED services may include a combination of individual, family, group therapy services utilizing a multi-disciplinary approach via in person or telehealth.

The priority population for these services is individuals suffering from the signs and symptoms of EDs.

The program model shall utilize Evidence Based Practices (EBPs) for treating EDs and shall offer individual therapy, group therapy, and family therapy as part of the treatment. All programs shall offer monitoring by a licensed dietician and medication support with a licensed prescriber/psychiatrist. Licensed staff providing telehealth services must be licensed in California. PHP and Residential programs shall have access to medical staff. Providers must be willing to work with third-party primary care providers and other medical staff, in addition to ACBH in the discharge planning.

### **C. BIDDER QUALIFICATION CRITERIA**

Bidder qualification criteria include the following:

1. Bidder must have at least one year of experience providing services to the priority population.

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<sup>3</sup> Bidders must have a valid California Department of Social Services (CDSS) Community Care Group Home License to be considered for a Residential program contract.

## II. INSTRUCTIONS TO BIDDERS

### A. COUNTY CONTRACTS

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

The ACBH website <http://www.acbhcs.org/resources-documentcenter-rfp/> and the General Services Agency (GSA) website [https://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](https://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) are the official notification and posting places for this RFPQ and any Addenda.

The evaluation phase of the competitive process shall begin upon receipt of proposals until contract award. Bidders shall not contact or lobby ACBH during the evaluation process. Attempts by Bidders to contact ACBH may result in disqualification of the Bidder's proposal.

All questions regarding these specifications, terms and conditions shall be submitted in writing, preferably via e-mail, to:

Rachel Garcia  
1900 Embarcadero Cove Suite 205  
Oakland, CA 94606  
Email: [Rachel.Garcia2@acgov.org](mailto:Rachel.Garcia2@acgov.org)

**B. CALENDAR OF EVENTS**

Events	Dates/Location
Request Issued	January 28, 2022
Written Questions Due	February 14, 2022
Questions and Answers Issued	February 22, 2022
<b>Responses Due</b>	<p><b>The first round of responses will be due on by 2:00 pm on March 15, 2022 by 2:00 pm</b></p> <p>Thereafter, responses will be accepted every six months thereafter until such time as this RFPQ is closed:</p> <p><b>By 2:00 pm on September 15, 2022</b>  <b>By 2:00 pm on March 15, 2023</b>  <b>By 2:00 pm on September 15, 2023</b></p>
Award Date	April 12, 2022
Contract Start Date	July 2022

**Note:** All dates are tentative and subject to change. Bidders will be notified of any changes via email. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions. By submission of a proposal, Bidder certifies that if awarded a contract Bidder shall make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

**C. SMALL LOCAL EMERGING BUSINESS (SLEB) PREFERENCE POINTS**

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.

As a result of the County's commitment to advance the economic opportunities of these businesses, Bidders must meet the County's SLEB requirements in order to be considered for the contract award. These requirements can be found online at:

<http://acgov.org/auditor/sleb/overview.htm>

For purposes of this proposal, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Codes: 621330, 621420, 624190, 623220, and 623990.

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

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

**D. SUBMITTAL OF PROPOSALS/BIDS**

1. All proposals must be received electronically by ACBH **no later than 2:00 pm on the due date and email address specified on the RFPQ cover and Calendar of Events in this RFPQ**. ACBH cannot accept late and/or unsealed proposals.

Note: Bids submitted after the due date will be accepted for inclusion in the RFPQ pool of contractors on a rolling basis in the next round, but will not be included in the initial round of ED SAN contracts.

ACBH shall only accept proposals at the email address and by the time indicated on the RFPQ cover and in the Calendar of Events. Any proposals received at an email address other than the stated address cannot be considered and shall be returned to the Bidder unread.

The proposal must include evidence that the person(s) who signed the proposal is/are authorized to execute the proposal on behalf of the Bidder. A signed statement by either the Executive Director or the Board President on an agency letterhead will meet this requirement.

Bidders shall ensure that proposals are:

- Single spaced
  - 1-inch margins
  - 11-point Arial font
  - Conform to the maximum page limits
2. Bidder agrees and acknowledges all RFPQ specifications, terms and conditions and indicates ability to perform by submission of proposal.
  3. Submitted proposals shall be valid for a minimum period of eighteen months.
  4. All costs required for the preparation and submission of a proposal shall be borne by Bidder.
  5. Proprietary or Confidential Information: No part of any proposal response is to be marked as confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFPQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted proposals. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government



Code Section 6250, et seq.) or of “trade secrets” protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.).

6. All other information regarding proposals shall be held as confidential until such time as ACBH has completed its evaluation, notification of recommended award has been made and the contract has been fully negotiated with the recommended awardees named in the intent to award/non-award notification. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, shall receive mailed intent to award/non-award notification, which shall include the name of the Bidder(s) recommended for award of this service. In addition, recommended award information will be posted on the ACBH website.
7. Each proposal received, with the name of the Bidder, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the negotiations and award of the order or contract, be open to public inspection.
8. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
10. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
11. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

#### **E. RESPONSE FORMAT/PROPOSAL RESPONSES**

Bidders may use the provided MS Word Bid Response Template to address and complete your proposals. The person(s) administering the competitive process will review each proposal for completeness against the RFPQ requirements and ensure that responses conform to a **total page maximum of six pages**. Bidders cannot submit non-material documents after the proposal due date, in order to complete their proposal. Proposals with any missing items of submittals as outlined in the RFPQ and any Addenda shall be deemed incomplete and may be rejected.

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

#### **F. CONTRACT EVALUATION AND ASSESSMENT**

During the initial sixty (60) day period of any contract, which may be awarded to a successful Bidder ("Contractor"), persons designated by the County may meet with the Contractor to evaluate the performance and to identify any issues or potential problems.

The County reserves the right to determine, in its sole discretion, (a) whether Contractor has complied with all terms of this RFPQ and (b) whether any problems or potential problems are evidenced which make it unlikely (even with possible modifications) that the proposed program and services will meet the County requirements. If, as a result of such determination the County concludes that it is not satisfied with Contractor, Contractors' performance under any awarded contract as contracted for therein, the Contractor shall be notified of contract termination effective forty-five (45) days following notice. The County shall have the right to invite the next highest ranked Bidder to enter into a contract.

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

#### **G. AWARD**

1. The County reserves the right to reject any or all proposals that materially differ from any terms contained in this RFPQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.

2. Any proposal that contains false or misleading information may be disqualified by the County.
3. The County reserves the right to award to a single or multiple Contractors.
4. The County has the right to decline to award a contract in whole or any part thereof for any reason.
5. BOS approval to award a contract is required.
6. A contract must be negotiated, finalized, and signed by the intended awardee prior to BOS approval.
7. Final terms and conditions shall be negotiated with the Bidder recommended for award. The successful Bidder may request a copy of the Master Agreement template from the ACBH RFPQ contact. The template contains the agreement boilerplate language only.
8. The RFPQ specifications, terms, conditions, Exhibits, Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFPQ.

#### **H. PRICING**

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

#### **I. INVOICING**

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County purchase order (PO) number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.

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

**J. EVALUATION PROCESS AND NOTICE OF INTENT TO AWARD**

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

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

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

- The name of the Bidder being recommended for contract award; and
- The names of all other Bidders that submitted proposals.

At the conclusion of the RFPQ response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Bidder’s proposal.

- Under no circumstances shall any discussion be conducted with regard to contract negotiations with the recommended /successful Bidder.
- Debriefing may include review of the recommended/ successful Bidder’s proposal/s with redactions as appropriate.

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

**K. TERM/TERMINATION/RENEWAL**

The term of the contract, which may be awarded pursuant to this RFPQ, will be one year and may be renewed thereafter, contingent on the availability of funds, Contractor’s performance, continued prioritization of the activities and priority populations, as defined and determined by ACBH.

### III. APPENDICES

#### A. GLOSSARY & ACRONYM LIST

Agreement	The formal contract between ACBHCS and Contractor.
ACBH	Alameda County Behavioral Health Care Services, a department of the Alameda County Health Care Services Agency.
Bid	A Bidders' response to this Request; used interchangeably with proposal.
Bidder	The specific person or entity responding to this RFPQ.
Board	Shall refer to the County of Alameda Board of Supervisors.
Client	The recipient of services.
Community-Based Organization (CBO)	A non-governmental organization that provides direct services to beneficiaries.
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract.
County	When capitalized, shall refer to the County of Alameda.
DSM	Diagnostic and Statistical Manual of Mental Disorders
ED	Eating Disorder
IOP	Intensive Outpatient Program
Federal	Refers to United States Federal Government, its departments and/or agencies.
MHPAEA	Mental Health Parity and Addiction Equity Act of 2013
PHP	Partial Hospitalization Program
Proposal	Shall mean Bidder's response to this RFPQ; used interchangeably with bid.
Qualified	Competent by training and experience to be in compliance with specified requirements.
Request for Pre-Qualification (RFPQ)	Shall mean this document, which is the County of Alameda's request for proposal to provide the services being solicited herein; also referred herein as RFPQ.
Response	Shall refer to Bidder's proposal submitted in reply to RFPQ.
SLEB	Small Local Emerging Business
State	Refers to State of California, its departments and/or agencies.

## **B. BID SUBMISSION CHECKLIST**

### ***BID SUBMISSION CHECKLIST***

**All of the documentation listed below is required to be submitted with the Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title.**

- Exhibit A: Bidder Information and Acceptance:**  
Bidders must select one box under Item 10 of Exhibit A Bidder Information and Acceptance Form and must fill out and submit a **signed** page of Exhibit A.
  
- Exhibit C: Exceptions, Clarifications, Amendments:**  
Indicate all of Bidder exceptions to the County's requirements, conditions and specifications as stated within this RFPQ. This shall include clarifications, exceptions and amendments, if any, to the RFPQ and associated Bid Documents, and shall be submitted with your bid response using the template in Exhibit A – Bid Response Packet.  
**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**
  
- SLEB Partnering Information Sheet:**  
Every Bidder must fill out and submit a signed SLEB Partnering Information Sheet in the Bid Template, indicating their SLEB certification status. If Bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.
  
- Bid Response Template:**  
Bidder should complete all sections of this document:
  - Title Page
  
  - If you are applying for a Residential program, attach a copy of your CDSS Community Care Group Home License.
  
  - Staff List
  
  - Optional: Supporting documents such as brochures, annual reports, marketing materials, etc.

## **C. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE**

### **Bidder Information and Acceptance**

1. The undersigned declares that the proposal documents, including, without limitation, the RFPQ, Addenda and Exhibits have been read and accepted.
2. The undersigned declares that he/she is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the RFPQ's specifications, terms & conditions.
3. The undersigned has reviewed the proposal documents and fully understands the requirements in this proposal including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, to the County, and agrees that its proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the proposal.
4. The undersigned also agrees to follow the Bid Protests / Appeals Process.

Alameda County prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the proposal process or the recommendation to award a contract for these programs once the Notices of Intent to Award/Non-Award have been issued.

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

Bid Protests from any Bidder related to this RFPQ must be submitted in writing to the ACBH Director located at 2000 Embarcadero Cove, Suite 400, Oakland, CA 94606 Fax: 510.567.8180, before 5:00 p.m. of the **fifth (5<sup>th</sup>)** business day **following the date of issuance of the Notice of Intent to Award/Non-Award, not the date it is received by the Bidder**. Any Bid Protest received after 5:00 p.m. shall be considered received as of the next business day.

- The Bid Protest must contain a complete statement of the reasons and facts for the protest.
- The Bid Protest shall refer to the specific portions of documents that form the basis for the protest.
- The Bid Protest shall include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- ACBH shall transmit a copy of the Bid Protest to all Bidders as soon as possible after receipt of the protest.

Upon receipt of written Bid Protest, the ACBH Director, or designee shall review and evaluate the protest and issue a written decision. The ACBH Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the



protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as determined appropriate by the ACBH Director) to discuss the Bid Protest. The decision on the proposal protest shall be issued at least ten (10) business days prior to the date the Board is considering the recommendation and award of contract.

The decision on the Bid Protest shall be communicated by e-mail, fax, or US Postal Service mail, and shall inform the Bidder whether or not the recommendation to the Board of Supervisors as stated in the Notice of Intent to Award is going to change. A copy of the decision shall be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid Protest if a decision on the Bid Protest could have resulted in the Bidder not being the recommended successful Bidder on the RFPQ.

The decision of the ACBH Director on the Bid Protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: 510.272.6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose proposal is the subject of the Bid Protest, all Bidders affected by the ACBH Director's decision on the Bid Protest, and the protesting Bidder have the right to appeal if not satisfied with the ACBH Director's Bid Protest decision. **All Appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the ACBH Director, not the date received by the Bidder.** Appeals received after 5:00 p.m. is considered received as of the next business day.

- The Appeal shall specify the Bid Protest decision being appealed and all the facts and circumstances relied upon in support of the Appeal.
- In reviewing Appeals, the OCCR shall not re-judge the proposals. The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFPQ or, where appropriate, County contracting policies or other laws and regulations.
- The Appeal to the OCCR also shall be limited to the grounds raised in the original Bid Protest and the decision by the ACBH Director. As such, a Bidder is prohibited from stating new grounds for a Bid Protest in its Appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
- The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
- The decision of the Auditor-Controller's OCCR is the final step of the Appeal process. A copy of the decision of the Auditor-Controller's OCCR shall be furnished to the protestor, the Bidder whose proposal is the subject of the Bid protest, and all Bidders affected by the decision.

The County shall complete the Bid Protest/Appeal procedures set forth in this before a recommendation to award the contract is considered by the Board of Supervisors.



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

5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:

- **Debarment / Suspension Policy:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>
- **Iran Contracting Act (ICA) of 2010:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>
- **General Environmental Requirements:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm>
- **Small Local Emerging Business Program:**  
<http://acgov.org/auditor/sleb/overview.htm>
- **First Source:** <http://www.acgov.org/auditor/sleb/sourceprogram.htm>
- **Online Contract Compliance System:** <http://acgov.org/auditor/sleb/elation.htm>
- **General Requirements:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>
- **Proprietary and Confidential Information:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>

6. The undersigned also acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFPQ and associated proposal documents.

7. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a proposal, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

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

9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bidder Information and Acceptance, the Contractor agrees to meet the minimum insurance requirements stated in the RFPQ. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFPQ.

10. The undersigned also acknowledges **ONE** of the following. Please check only one box.

- Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
- Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the SLEB PARTNERING INFORMATION SHEET); **OR**
- Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
  - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six (6) months business residency, identifying the name of the bidder and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

<b>EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE</b>		
Official Name of Bidder		
Street Address Line 1		
Street Address Line 2		
City	State	Zip
Webpage		
Type of Entity/Organizational Structure	<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture
	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Non-Profit / Church
	<input type="checkbox"/> Other	
Jurisdiction of Organizational Structure		
Date of Organizational Structure	Federal Tax ID Number	
Name of Executive Director or Equivalent	Title	
Phone Number	Fax Number	
Email		

Signature		Title	
Dated this	day of	20	
RFP Contact Name		Title	
Phone Number		Fax Number	
Email			

**D. SLEB PARTNERING INFORMATION SHEET**

**SMALL LOCAL EMERGING BUSINESS (SLEB)  
PARTNERING INFORMATION SHEET**

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFPQ, all bidders must complete this form as required below. Bidders not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](http://acgov.org/auditor/sleb/overview.htm) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. 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 & Reporting (OCCR).

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

<input type="checkbox"/> <b>BIDDER IS A CERTIFIED SLEB (sign at bottom of page)</b> SLEB BIDDER Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ NAICS Codes Included in Certification: _____
--

<input type="checkbox"/> <b>BIDDER IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:</b> _____ SLEB Subcontractor Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____ SLEB Subcontractor Principal Name: _____ SLEB Subcontractor Principal Signature: _____ Date: _____
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<b>Upon award, prime Contractor and all SLEB subcontractors</b> 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 Printed Name/ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**E. EXHIBIT B: INSURANCE REQUIREMENTS**

Insurance certificated are not required at the time of submission; however, by signing Exhibit A – Bidder Information and Acceptance, the Bidder agrees to meet the minimum insurance requirements state din the RFPQ, prior to award. This documentation must be provided to the County, prior to awards, and shall include insurance certificate and additional insured certificate, naming County of Alameda, which meets the minimum insurance requirements, as stated in the RFPQ.

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

**\*\*\*SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS\*\*\***

### COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

**E****Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
  - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
  - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
1. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**F. EXHIBIT C: EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

***This shall include clarifications, exceptions and amendments, if any, to the RFPQ and associated Bid Documents, and shall be submitted with your bid response using the template on this page of the Exhibit A – Bid Response Packet. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.***

**Bidder Name:** \_\_\_\_\_

List below requests for clarifications, exceptions and amendments, if any, to the RFPQ and associated proposal, and submit with your bid response.

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

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

\*Print additional pages as necessary