**\*\*IMPORTANT NOTICE\*\***

* The format of this RFP has been simplified.
* Only the following pages require signatures:

1. Exhibit A – Bid Response Packet, Bidder Information and Acceptance page
   1. Must be signed by Bidder
2. Exhibit D – Debarment and Suspension Certification
   1. Must be signed by Bidder

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date.

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. HCSA-900522

**for**

**COVID-19 LAB PROCESSING SERVICES**

|  |  |
| --- | --- |
| **Bidders Conference #1:** February 22, 2022, Tuesday, 2:00PM  Microsoft Teams meeting  **Join on your computer or mobile app**  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzRiYTVjMDktN2NiYi00MTg3LWE4N2YtZDE2N2RkZTU0NmZi%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22db133300-351f-4336-818f-8dc8c8612a19%22%7d)  **Or call in (audio only)**  [+1 415-915-3950 81971048#](tel:+14159153950,,81971048# )   United States, San Francisco  [(888) 715-8170 81971048#](tel:8887158170,,81971048# )   United States (Toll-free)  Phone Conference ID: 819 710 48#  [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=81971048) | [Reset PIN](https://mysettings.lync.com/pstnconferencing) | **Bidders Conference #2:** February 23, 2022, Wednesday, 10:00AM  Microsoft Teams meeting  **Join on your computer or mobile app**  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTcxMzI2MWItNjE4Yi00YTM3LWJhYzUtYmJkODc2YzZhYjI5%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22db133300-351f-4336-818f-8dc8c8612a19%22%7d)  **Or call in (audio only)**  [+1 415-915-3950 822545494#](tel:+14159153950,,822545494# )   United States, San Francisco  [(888) 715-8170 822545494#](tel:8887158170,,822545494# )   United States (Toll-free)  Phone Conference ID: 822 545 494#  [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=822545494) | [Reset PIN](https://mysettings.lync.com/pstnconferencing) |
| **For complete information regarding this project, see RFP posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>]  **or contact the County representative listed below. Thank you for your interest!**  **Contact Person: Alexandra Arroyo**  **Phone Number: (510) 618-3364**  **E-mail Address:** [**aarroyo@acgov.org**](mailto:aarroyo@acgov.org) | |

**RESPONSE DUE**

by

**2:00 p.m.**

A picture containing text, outdoor

Description automatically generatedon

**March 14, 2022**

at

**Alameda County, Health Care Services Agency**

**1000 San Leandro Blvd, Suite 300, San Leandro, CA 94577**

Description: Description: Description: branding.jpgAlameda County is committed to reducing environmental impacts across our entire supply chain.

If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. HCSA-900522

SPECIFICATIONS, TERMS & CONDITIONS for

COVID-19 LAB PROCESSING SERVICES

**TABLE OF CONTENTS**

**Page**

[I. STATEMENT OF WORK 5](#_Toc94788503)

[A. INTENT 5](#_Toc94788504)

[B. BACKGROUND 5](#_Toc94788505)

[C. SCOPE 6](#_Toc94788506)

[D. BIDDER QUALIFICATIONS 7](#_Toc94788507)

[E. SPECIFIC REQUIREMENTS 8](#_Toc94788508)

[F. DELIVERABLES / REPORTS 10](#_Toc94788509)

[II. CALENDAR OF EVENTS 11](#_Toc94788510)

[G. NETWORKING / BIDDERS CONFERENCES 12](#_Toc94788511)

[III. COUNTY PROCEDURES, TERMS, AND CONDITIONS 12](#_Toc94788512)

[H. EVALUATION CRITERIA / SELECTION COMMITTEE 12](#_Toc94788513)

[I. CONTRACT EVALUATION AND ASSESSMENT 16](#_Toc94788514)

[J. NOTICE OF INTENT TO AWARD 17](#_Toc94788515)

[K. Bid Protest/Appeals Process 17](#_Toc94788516)

[L. TERM / TERMINATION / RENEWAL 20](#_Toc94788517)

[M. APPLICABLE WAGE LAWS 20](#_Toc94788518)

[N. AWARD 20](#_Toc94788519)

[O. METHOD OF ORDERING 22](#_Toc94788520)

[P. INVOICING 22](#_Toc94788521)

[Q. ACCOUNT MANAGER / SUPPORT STAFF 23](#_Toc94788522)

[IV. INSTRUCTIONS TO BIDDERS 23](#_Toc94788523)

[R. COUNTY CONTACTS 23](#_Toc94788524)

[S. SUBMITTAL OF BIDS 24](#_Toc94788525)

[T. RESPONSE FORMAT 27](#_Toc94788526)

**ATTACHMENTS**

EXHIBIT A BID RESPONSE PACKET

EXHIBIT B BUDGET FORM

EXHIBIT B-1 REFERENCES

EXHIBIT C INSURANCE REQUIREMENTS

EXHIBIT D DEBARMENT AND SUSPENSION CERTIFICATION

EXHIBIT E FEDERAL PROVISIONS

EXHIBIT E-1 Certification for Contracts, Grants, Loans, and Cooperative Agreements

EXHIBIT F HIPAA BUSINESS ASSOCIATE AGREEMENT

EXHIBIT G AUDIT REQUIREMENTS

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe **COVID-19** **laboratory** **processing services** being requested by Health Care Services Agency’s (HCSA) Alameda County Public Health Department (ACPHD) to provide COVID-19 lab services for Alameda County residents.

Alameda County seeks to contract with a **qualified laboratory (ies) (lab(s))** to provide COVID-19 laboratory services for both diagnostic and surveillance testing to Alameda County Public Health Department (ACPHD) COVID-19 testing contractors, such as Community-Based Organizations (CBOs), Community Health Centers (CHCs) and/or Federally Qualified Health Centers (FQHCs) that serve communities, including those who have limited English proficiency, lack of access to technology or phones or stable address, low literacy, and/or other access barriers to their COVID-19 testing results.

Under this Request for Proposal (RFP), the County intends to award an initial 3-month contract(s) for the approximate term of April 1, 2022-June 30, 2022 (with an option to renew or extend up to 57 months) to the Bidder(s) selected as the most responsible Bidder(s) whose response(s) conform(s) to the RFP and meets the County’s requirements.

As the situation with the COVID-19 pandemic evolves, the County reserves the right to amend the contract(s) to add funds and extend the term, pending availability and applicability of funds, in accordance with the scope of work described in this RFP. The total term(s) will not exceed 5 years.

The initial source of funding for services provided under this RFP is Federal. Future sources for services provided under this RFP may include other federal, state, local, or private funds.

## BACKGROUND

Providing free and accessible COVID-19 testing in Alameda County is key to addressing health disparities resulting from the pandemic as well as implementing a safe reopening plan. Availability of COVID-19 testing is critical for monitoring community transmission and addressing outbreaks and surges. The County is committed to ensuring equitable access to testing for all residents with a focus on those most impacted by COVID-19, and to achieving an indicator and surveillance goal to conduct at least 4,000 tests per day.

The County contracts with COVID-19 testing vendors to provide free, accessible, and low barrier testing to the public in areas of the County identified as “priority.” “Priority” is defined as communities/areas where testing gaps and high positivity rates persist, and the impacts of COVID-19 are disproportionately higher than the rest of the County. The County partners with community testing providers such as CBO’s, CHCs, and FQHCs that have demonstrated cultural competency and a commitment to the Medi-Cal, HealthPAC, low-income, and uninsured communities; and are trusted by the communities they serve. These community testing services take place in a variety of settings, including but not limited to the following.

1. Stationary community testing sites;
2. Mobile testing sites (including mobile pop-up testing sites);
3. Mobile/response testing in congregate living and working facilities, such as Long-Term Care Facilities (LTCFs); and
4. Surveillance testing to monitoA picture containing text, outdoor

   Description automatically generatedr for a community- or population-level occurrence, including tracking of genomic sequences and variants.

Through this RFP, the County seeks laboratory services from a lab(s) to process molecular COVID-19 tests conducted by testing providers on behalf of the County. Lab(s) must be able to provide COVID-19 lab processing services, as well as registration and result portal and alternative mechanisms that can meet the needs of low barrier testing, as well as receive results/information, and meet the accessibility needs of prioritized communities.

## SCOPE

The Awarded Bidder(s) shall provide Alameda County Health Care Services Agency with COVID-19 lab processing services as outlined below:

1. Provide molecular lab processing services for COVID-19 molecular tests (non-point of care) submitted by ACPHD’s Laboratory, ACPHD-designated facilities, and/or County contracted testing vendors at costs not-to - -exceed the contracted allocation, including provision of test collection kits and all required materials to administer tests, transportation medium and courier fees as necessary;
2. Provide registration and results platform, test accessibility, and test registration/results information in accessible ways for communities who may have limited English proficiency, lack of access to technology or phones, low literacy, and/or other access barriers;
3. Provide test results with a turnaround time that provides results within 24-48 hours and does not exceed 72 hours from collection of the testing sample. Lab will receive testing samples conducted by County COVID- 19 testing contractors via courier or other transportation;
4. Be a licensed laboratory that can conduct COVID-19 molecular testing and is certified by the California State Laboratory Field Services (LFS) and Clinical Laboratory Improvement Amendments (CLIA), Medicare & Medicaid Services (CMS) and maintain this capability and certification throughout the contract term;
5. Report results back to the ACPHD Testing Team, ACPHD COVID Division, ACPHD’s Laboratory and/or the ACPHD-designated facility or testing vendor that submitted the tests;
6. Be able to transmit testing data and patient demographics through HL7 messaging to California Reportable Disease Information Exchange (CalREDIE);
7. Provide a mechanism to collect in-take information that must include information regarding the person being tested, such as address, gender, date of birth, race/ethnicity, zip code and all required data fields for testing as outlined by [Health & Human Services (HHS) COVID-19 data requirements](https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf) and additional data requested by Alameda County;
8. Able to provide a population level data summary of results and patient level data and demographics to ACPHD in requested CSV/Excel file formats; and
9. Be responsible for all handling and disposing of any associated waste materials and collection testing kits received by the lab.

## BIDDER QUALIFICATIONS

To be eligible to participate in this RFP, Bidder must meet the following Bidder Minimum Qualifications:

* + 1. **Bidder must be a laboratory that demonstrates at least one (1) year of experience providing COVID-19 lab processing services to a Community Based Organization (CBO), Community Health Center (CHC), or Federally Qualified Health Center (FQHC).**
    2. **Bidder must demonstrate experience utilizing a technological platform and/or other mechanism(s) to communicate test registration/results information to communities that may have limited English proficiency, lack of access to technology, phones or stable addresses, or other access barriers.**
    3. **Bidder shall possess all permits, licenses, and professional credentials necessary to perform services as specified in the Scope;** 
       1. Bidder MUST be certified by the California State Laboratory Field Services (LFS) and Clinical Laboratory Improvement Amendments (CLIA) by the Centers for Medicare & Medicaid Services (CMS).
       2. Bidder MUST provide copies of both the California State Laboratory Field Services (LFS) and Clinical Laboratory Improvement Amendments (CLIA) certification materials to verify stated certification for Bidder Minimum Qualifications Item 3; Documents must be clearly identified within bid response packet. Bidders must provide the required documentation in order for their bid response to be deemed complete. Incomplete bid submissions may be rejected prior to evaluation.

# Bidders must explicitly demonstrate how they meet the minimum qualifications listed above in their bid.

Prime Bidders may propose subcontractors in the bid response as part of the proposed scope of services; subcontractors are subject to County approval if the Prime Bidder is awarded a contract.

Prime Bidders must meet the Bidder Minimum Qualifications in order to be considered for contract award. Prime Bidders may not use the experience of proposed subcontractors and/or partners to meet the Bidder Minimum Qualifications.

## SPECIFIC REQUIREMENTS

* + 1. Bidder must follow all guidelines set forth by ACPHD with regard to all laboratories processing COVID-19 testing to report COVID-19 testing information – including positive, negative, and inconclusive results – to local and state public health authorities. The following guideline applies to this Agreement and is hereby incorporated into the Agreement by this reference:

Addendum No. 1. Alameda County Testing Criteria: <https://covid-19.acgov.org/covid19-assets/docs/testing/testing-guidance-for-alameda-county-2020.08.17.pdf>

Alameda County Testing Site Requirements: <https://covid-19.acgov.org/covid19-assets/docs/testing/testing-site-requirements-acphd-2020.03.30.pdf>

* + 1. Debarment and 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 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.sam.gov](http://www.sam.gov).

Bidders are to complete a Debarment and Suspension Certification form, Exhibit D attached, certifying bidder, its principal and their named and unnamed subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

* + 1. Funding-Related Requirements

The initial source of funding for services provided under this RFP is federal. Future sources for services provided under this RFP may include other federal, state, local, or private funds. Contract awards under this RFP shall be contingent upon the availability of funds for providing these services. Bidder(s) will be subject to comply with funding source reporting requirements and all other applicable requirements of the funding source, including without limitation the requirements under Exhibit E and Exhibit E-1.

## DELIVERABLES / REPORTS

The awarded Bidder(s) will provide regular daily resulting and weekly reports on number of tests processed and HHS data requirements as it becomes available. The County may request additional reporting requirements throughout the contract term.

Deliverables:

* + - 1. Maintain platform and other mechanisms/strategies, with test registration/results information and guidance to communities that may have limited English proficiency, lack of access to technology, phones, stable housing or other access barriers.
      2. Report on timing of lab work processing and reporting (TAT);
      3. Report on rate of quality valid test results; and
      4. Report on quality assurances and continuous improvement plan when issues arise.

# CALENDAR OF EVENTS

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| Request Issued | February 14, 2022 |
| A picture containing text, outdoor  Description automatically generatedNetworking/Bidders Conference #1 | February 22, 2022, 2:00p.m. (PST)  Microsoft Teams meeting  **Join on your computer or mobile app**  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzRiYTVjMDktN2NiYi00MTg3LWE4N2YtZDE2N2RkZTU0NmZi%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22db133300-351f-4336-818f-8dc8c8612a19%22%7d)  **Or call in (audio only)**  [+1 415-915-3950,,81971048#](tel:+14159153950,,81971048# )   United States, San Francisco  [(888) 715-8170,,81971048#](tel:8887158170,,81971048# )   United States (Toll-free)  Phone Conference ID: 819 710 48# |
| Networking/Bidders Conference #2 | February 23, 2022, 10:00a.m. (PST)  Microsoft Teams meeting  **Join on your computer or mobile app**  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTcxMzI2MWItNjE4Yi00YTM3LWJhYzUtYmJkODc2YzZhYjI5%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22db133300-351f-4336-818f-8dc8c8612a19%22%7d)  **Or call in (audio only)**  [+1 415-915-3950,,822545494#](tel:+14159153950,,822545494# )   United States, San Francisco  [(888) 715-8170,,822545494#](tel:8887158170,,822545494# )   United States (Toll-free)  Phone Conference ID: 822 545 494# |
| **Written Questions Due via Email: aarroyo@acgov.org** | **February 23, 2022 BY 5:00 p.m. (PST)** |
| List of Attendees | February 28, 2022 |
| Q&A Issued | March 4, 2022 |
| Addendum Issued [only if necessary to amend RFP] | March 4, 2022 |
| **Response Due** | **March 14, 2022, BY 2:00 p.m. (PST)** |
| Evaluation Period | March 14, 2022-March 29,2022 |
| Board Letter Recommending Award Issued | April 5, 2022 |
| Board Consideration Award Date | April 19, 2022 |
| Contract Start Date | April 1, 2022 |

***NOTE****: All dates are tentative and subject to change.*

## NETWORKING / BIDDERS CONFERENCES

* + 1. Networking/Bidders Conferences will be held to:
       1. Provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.
       2. Provide the County with an opportunity to receive feedback regarding the project and RFP.
    2. The list of Bidders Conference attendees will be released in a separate document.
    3. Questions will be addressed in an RFP Question and Answer (Q&A) following the Networking/Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued following the Networking/Bidders Conferences. The Q&A and Addendum are the final stance of the County.
    4. Potential Bidders are strongly encouraged to attend Networking/Bidders Conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a Networking/Bidders Conference will be added to the Vendor Bid List. 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 highly recommended but is not mandatory.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis 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 in COVID-19 lab processing services. The CSC will score and recommend contractors in accordance with the evaluation criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, 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’s Special Projects Office. Bidder(s) shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder(s) 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. Bidder(s) 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.

As a result of this RFP, the County intends to award contract(s) 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 contract(s) to the Bidder(s) that propose(s) 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 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 the zero to five-point scale outlined below. The scores for all 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 zero to five-point scale range is defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Not Acceptable | Non-responsive, fails to meet RFP specification. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in disqualification of proposal. |
| 1 | Poor | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP. |
| 2 | Fair | Has a reasonable probability of success, however, some objectives may not be met. |
| 3 | Average | Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members. |
| 4 | Above Average / Good | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification. |

The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**  Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below 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. | Pass/Fail |
|  | **Debarment and Suspension:**  Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at [www.sam.gov/SAM/](https://www.sam.gov/SAM/). | Pass/Fail |
|  | **Description of Relevant Experience:**  Proposals will be evaluated against the RFP specifications and the questions below:   1. Does the Bidder have the desired relevant experience to conduct the scope of work outlined in this RFP? | 35 points |
|  | **Description of Proposed Services:**  Proposals will be evaluated against the RFP specifications and the questions below:   1. Does the Bidder sufficiently demonstrate the ability to provide test results with a turnaround time to provide results within 24-48 hours and does not exceed 72 hours from collection of the testing sample? 2. To what extent does the Bidder demonstrate the capacity to process a minimum number of tests per day that aligns with the County’s scope of work as outlined in this RFP? 3. To what extent does the Bidder describe the ability to utilize a technological platform and/or other mechanisms to communicate test registration/results information to communities that may have limited English proficiency, lack of access to technology, phones or stable addresses, or other access barriers? 4. Does the Bidder sufficiently describe how the Bidder will ensure quality services and ideal turnaround times during high testing demands and surge conditions? 5. Does the Bidder’s implementation plan and schedule sufficiently describe start up requirements and anticipated challenges? | 25 Points |
|  | **Deliverables and Reports:**  Proposals will be evaluated against the RFP specifications and the questions below:   1. Does the Bidder have the suitable methods for data collection and data analysis? 2. Does the Bidder have the capacity to adhere to periodic reporting requirements from HHS (listed in Sections E. Specific Requirements and F. Deliverables/Reports)? 3. Does the proposal sufficiently describe: 4. A communication plan that will transmit test results and reports to state, local and Alameda County Testing Providers? 5. A plan to incorporate feedback from ACPHD and Affiliated Testing Providers for quality assurance and continuous improvement? | 10 Points |
|  | **Cost and Budget Narrative:**  The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each Bidder’s total proposed cost.  While not reflected in the Cost evaluation points, an evaluation may also be made of:   1. Reasonableness (i.e., does the proposed pricing accurately reflect the Bidder’s effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?); and 3. Affordability (i.e., the ability of the County to finance the services)   Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. | 20 Points |
|  | **References (See Exhibit A – Bid Response Packet)** | 10 Points |

## CONTRACT EVALUATION AND ASSESSMENT

During the initial 60 day period of any contract which may be awarded to the Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

* + 1. The contractor has complied with all terms of this RFP; and
    2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated.  The contractor shall be responsible for returning County facilities to their original state at no charge to the County.  The County will have the right to invite the next highest ranked Bidder to enter into a contract.  The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all Bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by HCSA – Special Projects Office. The document providing this notification is the Notice of Intent to Award.

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

* + - 1. The name of the Bidder being recommended for contract award; and
      2. The names of all other parties that submitted proposals.
    1. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
    2. 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. Proposals will not be made available until contract negotiations with the selected vendor have concluded.

## Bid Protest/Appeals Process

HCSA 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 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 James Nguyen, HCSA Administrative Officer, 1000 San Leandro Blvd., Suite 300, San Leandro, CA 94577, Email: [James.Nguyen@acgov.org](mailto:James.Nguyen@acgov.org) **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.
       1. The bid protest must contain a complete statement of the reasons and facts for the protest.
       2. The protest must refer to the specific portions of all documents that form the basis for the protest.
       3. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
       4. The County Agency/Department will notify all Bidders of the protest as soon as possible.
    2. Upon receipt of the written protest, HCSA Director, or designee will review and evaluate the protest and issue a written decision. The HCSA Director may, at their 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 or HCSA award date.

The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Bidder whether or not the recommendation to the Board of Supervisors or HCSA 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 Bid.

* + 1. The decision of the HCSA Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 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 bid is the subject of the protest, all Bidders affected by the HCSA Director’s decision on the protest, and the protestor have the right to appeal if not satisfied with the HCSA Director’s 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 HCSA Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the HCSA Director shall not be considered under any circumstances by the HCSA Director or the Auditor-Controller OCCR.
       1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
       2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). 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 bid or, where appropriate, County contracting policies or other laws and regulations.
       3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the HCSA 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 HCSA Director or department designee and will determine whether to uphold or overturn the protest decision.
       4. The Auditor’s Office may overturn the results of a bid process for ethical violations by HCSA 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.
       5. 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 will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
    2. 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 or GSA.
    3. 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.

## TERM / TERMINATION / RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this RFP, will be initially 3 months with an option to renew or extend up to an additional 57 months.
    2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked Bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
    3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any County Fiscal Year, for reason of non‑appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
    4. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for additional 12-month term(s) at agreed prices with all other terms and conditions remaining the same.

## APPLICABLE WAGE LAWS

* + 1. 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.

## AWARD

* + 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section titled “Evaluation Criteria/Selection Committee.”
    2. The committee will recommend award to the Bidder(s) who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Bidder with the lowest price.
    3. For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 621511, 541380.
    4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
    5. Any proposal/bids that contain false or misleading information may be disqualified by the County.
    6. The County reserves the right to award to a single or multiple Contractors.
    7. The County reserves the right to conduct further procurements for these services during the term of the contract if it determines that additional Contractors are needed to supplement the services being provided.
    8. The County has the right to decline to award this contract or any part thereof for any reason.
    9. Board approval to award a contract is required.
    10. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
    11. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

[**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[<https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP>]

The template contains minimal Agreement boilerplate language only.

* + 1. 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.

## METHOD OF ORDERING

* + 1. Individual order price quotations shall be provided upon request per project and shall include, but not be limited to, an identifying invoice number, date, requestor name and phone number, itemization of services with complete description and a summary of total cost for services.
    2. A written PO and signed Standard Agreement contract will be issued upon Board approval.
    3. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to accept order(s) and/or perform services.
    4. POs and payments for products and/or services will be issued only in the name of Contractor.
    5. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
    6. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
    2. County will use best efforts to make payment within 30 days following receipt and review 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 quoted in the bid response.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFP and any contract which may arise pursuant to this RFP.
    2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products and/or services 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 HCSA to ensure that established standards are adhered to.
    4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

HCSA – Special Projects Office is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through HCSA 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 the specifications, terms and conditions are to be submitted in writing, preferably via e-mail by February 23, 2022, 5 p.m. (PST) to:

Alexandra Arroyo

Alameda County, Health Care Services Agency

1000 San Leandro Blvd, Suite 300, San Leandro, CA 94577

E-Mail: [aarroyo@acgov.org](mailto:aarroyo@acgov.org)

Phone: (510) 618-3364

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view current contracting opportunities.

## SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Health Care Services Agency of Alameda County BY 2:00 p.m. on the due date specified in the Calendar of Events.

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

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

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

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

**Alameda County, Health Care Services Agency**

**RFP No. HCSA-900522**

**Attn: Alexandra Arroyo**

**1000 San Leandro Blvd, Suite 300**

**San Leandro, CA 94577**

**Bidder's name, return address, and the RFP number and title must also appear on the mailing package.**

**\*PLEASE NOTE that on the bid due date, a bid reception desk will be open between 9:00 a.m. – 2:00 p.m. and will be located on the third floor at 1000 San Leandro Blvd., Suite 300.**

1. Bidders are to submit one original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus three copies of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY.” All submittals should be printed on plan 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 the 30% post-consumer recycled content 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 in a single file (PDF with OCR preferred) and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

All signatures must be present in the electronic bid response (e.g., Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).

1. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
2. No email (electronic) or facsimile bids will be considered.
3. All costs required for the preparation and submission of a bid shall be borne by Bidder.
4. 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.
5. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation 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.
6. Each bid received will be entered into a log identifying each bidder. This record will be available to the public upon request.
7. 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.
8. 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.
9. 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.
10. 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.

## RESPONSE FORMAT

* + 1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
    2. For bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
    3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure.  County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>] for more information.

**EXHIBIT** **A**

**BID RESPONSE PACKET**

**RFP No. HCSA-900522**

**COVID-19 LAB PROCESSING SERVICES**

To: The County of Alameda

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Official Name of Bidder)

##### AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS THREE COPIES AND ONE ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)

* + **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
  + **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
  + **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
  + **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.**
  + **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
  + **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

**BIDDER INFORMATION AND ACCEPTANCE**

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. HCSA-900522.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid 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 County, and agrees that its Bid, 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 Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:

* [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

* [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

* [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

* [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

1. The undersigned 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 RFP and associated Bid Documents.
2. 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 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.
3. 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.
4. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. 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 RFP.

**EXHIBIT A – BIDDER INFORMATION SHEET**

**RFP No. HCSA-900522**

**for**

**COVID-19 LAB PROCESSING SERVICES**

Official Name of Bidder:

Street Address Line 1:

Street Address Line 2:

City: State: Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Webpage: \_\_\_\_\_\_

Type of Entity / Organizational Structure (check one):

Corporation  Joint Venture  Partnership

Limited Liability Partnership  Limited Liability Corporation  Non-Profit / Church

Sole Proprietor  Other:

Participation in Federal Contracting Programs (check all that apply; proof of certification required in bid response):

Certified 8(a) Small Business[[1]](#footnote-2)  Certified Women-Owned Small Business[[2]](#footnote-3)

N/A

Other:

Jurisdiction of Organization Structure:

Date of Organization Structure:

Federal Tax Identification Number:

Primary Contact Information:

Name / Title:

Telephone Number: Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address:

**SIGNATURE:**

Name and Title of Signer:

Dated this  day of  20

**REQUIRED DOCUMENTATION AND SUBMITTALS**

**All of the specific documentation listed below is required to be submitted with the Exhibit A – 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 (i.e., Table of Contents, Letter of Transmittal, etc.).**

1. **Table of Contents**: Bid responses shall include a table of contents listing the individual sections of the PROPOSAL and their corresponding page numbers. Tabs should separate each of the individual sections.
2. **Letter of Transmittal**: Bid responses shall include a description of bidder’s history, including capabilities and approach in providing services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. Description should also include a statement of how the bidder meets each of the Minimum Bidder Qualifications described in Section I.D. This synopsis should not exceed one (1) page in length and should be easily understood.
3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.

##### Bidder Information and Acceptance (Review and sign):

* + 1. Every Bidder must fill out, submit a signed page 5 of Exhibit A.

##### References:

* + 1. Bidders must use the form in Exhibit B-1, page 2, to provide at least three (3) references. At least one of the required three references **must** be a current or former client such as a Community Based Organization (CBO), Community Health Center (CHC), or Federally Qualified Health Center in which the Bidder provided COVID -19 lab processing services.
    2. Bidders must provide the required references in order for their bid to be deemed complete. Should the bidder fail to provide at least one reference that is current or former client in which the Bidder providedCOVID-19 lab processing services to a Community Based Organization (CBO), Federally Qualified Health Center and/or community health center will be deemed incomplete and rejected prior to evaluation.
    3. References must be satisfactory as deemed solely by County. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
* Bidders must verify the contact information for all references provided is current and valid.
* Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
  + 1. The County may contact some or all of the references provided to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

##### Exceptions, Clarifications, Amendments:

* + 1. This shall include clarifications, exceptions, and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the form in Exhibit B, page 3.

##### THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.

1. **Description of Relevant Experience (1 single-spaced page):** Bid response shall describe the Bidder’s relevant experience to deliver the services requested in the Scope and Specific Requirements sections of this RFP. Bidder shall also describe:
2. How Bidder meets the Bidder Minimum Qualifications listed in Section I.D.;
3. Bidder MUST provide copies of both the California State Laboratory Field Services (LFS) and Clinical Laboratory Improvement Amendments (CLIA) certification materials to verify stated certification for Bidder Minimum Qualifications Item 3; Documents must be clearly identified within bid response packet. Bidders must provide the required documentation in order for their bid response to be deemed complete. The licenses do not count towards page limitations. Incomplete bid submissions may be rejected prior to evaluation; and
4. Example(s) of past work that demonstrates the desired relevant experience.
5. **Description of the Proposed Services (1 single-spaced page)**: Bid response shall include a description of the proposed services requested in the Scope and Specific Requirements sections of this RFP as well as expected outcomes related to those services during the contract term. Bidder shall also describe:
6. Services in the bid response will meet or exceed the requirements of the County, including the Bidder’s ability to provide test results with a turnaround time that provides results within 24-48 hours and does not exceed 72 hours from collection of the testing sample;
7. The minimum number of tests the Bidder has capacity to process per day;
8. The Bidder’s platform to communicate test registration/results information and guidance to communities that may have limited English proficiency, lack of access to technology, phones, stable address, or other access barriers;
9. Special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County;
10. Any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its response to this RFP;
11. A proposed plan how the Bidder intends to ensure quality services and ideal test to results turnaround times during high testing demands and surge conditions; and
12. An implementation plan and schedule. Briefly describe start up requirements and anticipated challenges.

# Deliverables and Reports (1 single-spaced page): Bid response shall provide a written plan to describe the capacity to produce and communicate the Deliverables and Reports described in this RFP, including but not limited to:

1. Proposed methods of data collection and analysis;
2. A sample of the proposed format for periodic reporting, based on the reporting requirements from HHS listed in Sections E. Specific Requirements and F. Deliverables/Reports sections above;
3. A communication plan to transmit test results and reports to state, local and Alameda County Testing Providers; and
4. A plan to incorporate feedback from ACPHD and Affiliated Testing Providers for quality assurance and quality improvement.

# Cost and Budget Narrative (1 single-spaced page): Bidder shall use the Budget Form in Exhibit B to detail proposed costs for a three-month period. The Bidder’s proposed budget shall state cost per test. In addition to the Budget Table, Bidder shall provide a budget narrative to aid the reader in evaluating the budget. The budget information presented in the budget table and budget narrative combined shall include only the following allowable costs:

* + 1. Lab processing per test fee (may include shipping to and from site, test kit, lab processing, portal development & management).

Disallowed costs include start-up costs, insurance fees, indirect, incentives, food, and vehicles.

1. **Exhibit C – Insurance:** **(Review; no submission required)**

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bidder Information Sheet, the Bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. 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 this Exhibit C – Insurance Requirements. Exhibit C contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor(s) performing on this RFP.

1. **Exhibit D – Debarment and Suspension Certificate:** **(Review, complete and sign)**
2. **Exhibit E and Exhibit E-1– Additional Contract Provisions-Federal Provisions (Review; no submission required)**
3. **Exhibit F – HIPAA Business Associate Agreement (Review; no submission required)**
4. **Exhibit G – Audit Requirements (Review; no submission required)**

**EXHIBIT B**

**BUDGET FORM**

Cost can be submitted using one of the applicable budget formats below. Alterations and changes are permitted but must clearly show all line item costs. This quote should state all costs associated with service provision over a three (3) month contract period. Final pricing will be subject to further negotiation and based on agreed scope of services.

# Bidder shall use the Budget Form in Exhibit B to detail proposed costs for a three-month period. The Bidder’s proposed budget shall state cost per test. In addition to the Budget Table, Bidder shall provide a budget narrative to aid the reader in evaluating the budget. The budget information presented in the budget table and budget narrative combined shall include only the following allowable costs:

* Lab processing per test fee (may include shipping to and from site, test kit, lab processing, portal development & management).

Disallowed costs include start-up costs, insurance fees, indirect, incentives, food, and vehicles.

|  |  |  |  |
| --- | --- | --- | --- |
| **Budget Item** | **Cost per Test** | **Quantity** | **Total** |
| **Lab Processing Test** |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Lab Test Sub-Total** | | |  |
| **Total Budget Request** | | |  |

**EXHIBIT B-1; REFERENCES**

RFP No. HCSA-900522

For

COVID-19 Lab Processing Services

Bidder Name:

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | E-mail Address: |
| Services Provided / Date(s) of Service: | |

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | E-mail Address: |
| Services Provided / Date(s) of Service: | |

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | E-mail Address: |
| Services Provided / Date(s) of Service: | |

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | E-mail Address: |
| Services Provided / Date(s) of Service: | |

|  |  |
| --- | --- |
| Company Name: | Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | E-mail Address: |
| Services Provided / Date(s) of Service: | |

**EXCEPTIONS AND CLARIFICATIONS**

RFP No. HCSA-900522

For

COVID-19 Lab Processing Services

**Instructions**: On the following page is the **Exceptions and Clarifications** form. Bidders must use this form to identify any and all exceptions and/or clarifications to the RFP and associated Bid Documents.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

Bidder Name:

List below requests for exceptions and clarification, if any, to the RFP and associated Bid Documents, and submit with your bid response.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference to:** | | | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**  EXAMPLE | **D** | **1.c.** | ***Vendor takes exception to…*** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

\*Use additional pages as necessary

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

Insurance certificates are not required at the time of submission; however, by signing Exhibit A - Bid Response Packet, the Bidder agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

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

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

Text

Description automatically generated

**EXHIBIT D**

**DEBARMENT AND SUSPENSION CERTIFICATION**

**COUNTY OF ALAMEDA**

**REQUEST FOR QUALFICATION No. HCSA- 900522**

**For**

**COVID-19 Lab Processing Services**

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

1. **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
2. **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
3. **Does not have a proposed debarment pending; and**
4. **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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT E**

**FEDERAL PROVISIONS**

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.R.F. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

**I. General Provisions**

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement.  The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

**(C)** **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers’ representatives of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

**(D) Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**(E)** **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

(1) **Clean Air Act** (42 U.S.C. 7401–7671q).

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

1. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
2. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**(F)** **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

**(G)** **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County’s Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

**(H)** **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

(**I)** **Procurement of recovered materials**.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

* 1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  2. Meeting Contract performance requirements; or
  3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of

Section 6002 of the Solid Waste Disposal Act.

**(J) Access to Records.**

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**(K) Changes.**  The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**(L) Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA or specified agency pre-approval.

**(M) Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**(N) No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

**(O) Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

**(P)** **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

**(Q)** **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**(R) Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**(S) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**. Contractor and their subcontractor(s) are prohibited from obligating or expending funds from this Agreement to (1) procure or obtain (2) extend or renew a contract to procure or obtain or (3) enter into a contract for equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(1) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) See Public Law 115–232, section 889 for additional information. See also 2 CFR § 200.471.

**II. Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ‘‘Anti-Kickback’’ Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

**(1) Davis-Bacon Act**

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

**(2) Copeland ‘‘Anti-Kickback’’ Act**

a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**EXHIBIT E - 1**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, \_\_\_\_\_\_\_\_\_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Contractor’s Authorized Official Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**EXHIBIT F**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and \_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

**I. RECITALS**

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

**II. STANDARD DEFINITIONS**

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

**III. SPECIFIC DEFINITIONS**

*Agreement.* “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

*Business Associate.* “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

*Contractual Breach.* “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

*Covered Entity. “*Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

*Electronic Protected Health Information*. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

*Exhibit.* “Exhibit” shall mean this HIPAA Business Associate Agreement.

*HIPAA.* “HIPAA” shall mean theHealth Insurance Portability and Accountability Act of 1996, Public Law 104-191.

*HIPAA Breach.* “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, [use](http://www.hipaasurvivalguide.com/hipaa-regulations/164-103.php#use), or [Disclosure](http://www.hipaasurvivalguide.com/hipaa-regulations/160-103.php#disclosure) of [Protected Health Information](http://www.hipaasurvivalguide.com/hipaa-regulations/160-103.php#protected-health-information) which compromises the [security](http://www.hipaasurvivalguide.com/hipaa-regulations/164-304.php#security) or privacy of such information.

*HIPAA Regulations.* “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

*HITECH Act.* “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

*Privacy Rule and Privacy Regulations.* “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

*Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

*Security Rule and Security Regulations*. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

Business Associate may only use or disclose PHI:

A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;

B. As required by law; and

C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**V. PROTECTION OF PHI BY BUSINESS ASSOCIATE**

A. *Scope of Exhibit*. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity’s behalf, shall be subject to this Exhibit.

B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.

C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity’s existing Minimum Necessary policies and procedures.

D. *HIPAA Security Rule*. Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.

E. *Mitigation*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.

F*. Notification of Breach*. During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity’s HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

G*. Agents and Subcontractors*. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company’s services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

H*. Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.

I. *Performing Covered Entity’s HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity’s obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.

J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual’s authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

L*. De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

**VI. INDIVIDUAL CONTROL OVER PHI**

*Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual’s designee, as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

*Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

*Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

**VII. TERMINATION**

*Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediatetermination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.

*Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

*Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

**VIII. MISCELLANEOUS**

*Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate’s own purposes or that any information in Business Associate’s possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

*Regulatory References*. A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

*Amendments*. The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.

*Survival*. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.

*No* *Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.

*Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate’s use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate’s use and Disclosure of confidential information related to the performance of this Exhibit.

*Interpretation*. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agree to by **CONTRACTOR:**

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

**By (Signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**EXHIBIT G**

**AUDIT REQUIREMENTS**

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

1. **AUDIT REQUIREMENTS**

Funds from Federal Sources:

Non-Federal entities which are determined to be sub recipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.

2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).

3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General’s Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.

Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

General Requirements for All Audits:

All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).

All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.

The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.

If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

1. **AUDIT REPORTS**

For Single Audits

Within the earlier of 30 calendar days after receipt of the auditor’s report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.

A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

1. **AUDIT RESOLUTION**

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor’s report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

1. **ADDITIONAL AUDIT WORK**

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

1. Federal contract program for small businesses that have not previously participated in the 8(a) program, are at least 51% owned and controlled by U.S. citizens who are socially and economically disadvantaged, have a personal net worth of $750K or less, adjusted gross income of $350k or less and $6 million or less in assets, and demonstrate good character and potential to perform on contracts. [↑](#footnote-ref-2)
2. Federal contract program for small businesses that are at least 51% owned and controlled by women who are U.S. citizens and have women manage day-to-day operations and also make long-term decisions. [↑](#footnote-ref-3)