**COUNTY OF ALAMEDA**

REQUEST FOR PROPOSAL No. 902281

**for**

PHARMACY BENEFIT MANAGEMENT SERVICES

|  |
| --- |
| **For complete information regarding this project, see** **Request for Proposal (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/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**] or contact the County representative listed below.**  **Thank you for your interest!**  **Contact Person: Jacqueline Favela**  **Phone Number: (510) 208-9612**  **Email Address:** [**Jacqueline.favela2@acgov.org**](mailto:Jacqueline.favela2@acgov.org)  **General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**June 26, 2023**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>

Description: Description: Description: branding.jpgAlameda County is committed to reducing environmental impacts across our entire supply chain. Please print only what you need, print double-sided, and use recycled-content paper if printing this document.

# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902281

PHARMACY BENEFIT MANAGEMENT SERVICES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **May 22, 2023** |
| **Networking/Bidders Conference** | **May 30, 2023 at 10:00 a.m.**  ***TO ATTEND ONLINE*:**  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTJjMDEzOGUtOTg1MC00MTY3LWI1ZTgtOTNmN2UyY2Y1N2U4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%221e31baad-1bae-45b2-8b1f-126565726561%22%7d)  Meeting ID: 210 191 112 753  Passcode: B9Cmgi  [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)  **Or call in (audio only)**  [+1 415-915-3950,,709576809#](tel:+14159153950,,709576809# )   United States, San Francisco  Phone Conference ID: 709 576 809# |
| **Written Questions Due via Email:**  [**Jacqueline.Favela2@acgov.org**](mailto:Jacqueline.Favela2@acgov.org) | **May 31, 2023 by 5:00 p.m.** |
| **List of Attendees** | **June 1, 2023** |
| **Questions & Answers Issued** | **June 14, 2023** |
| **Addendum Issued** [only if necessary to amend RFP] | **June 14, 2023** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **June 26, 2023 by 2:00 p.m.** |
| **Evaluation Period** | **June 26, 2023 – July 25, 2023** |
| **Optional Vendor Interviews** | **Week of July 10, 2023** |
| **Notice of Intent to Award Issued** | **July 25, 2023** |
| **Board Consideration Award Date** | **September 19, 2023** |
| **Contract Start Date** | **November 1, 2023** |

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

|  |  |
| --- | --- |
| ***Alameda County Vendor Outreach*** | |
| Wednesday, May 24, 2023  10:30 a.m. – 11:30 a.m.  ***TO ATTEND ONLINE:***  [**Vendor Outreach**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)  Call-in: +1 415-915-3950  Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S***  ***PROCUREMENT TEAM!***  This public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.  These are usually conducted on Wednesdays. Dates and locations can be confirmed by checking at  [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/)  [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>] |

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902281

SPECIFICATIONS, TERMS & CONDITIONS

for

**PHARMACY BENEFIT MANAGEMENT SERVICES**

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# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe Pharmacy Benefit Management (PBM) service for psychiatric medications being requested by the County.

The County intends to award a three-year contract (with the option to renew for two years) to the Bidder selected as the most responsible Bidder whose response conforms to the RFP and meets the County’s requirements.

## SCOPE

Alameda County Behavioral Health Care Services (ACBH) is the county-operated provider serving approximately 50,000 patients annually with serious and persistent mental illness through its system of care. ACBH administers this care through a combination of county-operated community support centers, and contracts with private community-based organizations. Currently, there is a network of approximately 45 psychiatrists serving uninsured, MediCal and MediCare patients (adults, youths and children) at nearly 40 programs, as well as at certain day treatment and transitional age youth programs. Additionally, under the Affordable Care Act, ACBH has added 15 programs under its Low-Income Health Plan (LIHP) called the Health Program of Alameda County (HealthPAC) Behavioral Health Care Specialty Service, expanding its coverage of uninsured patients requiring mental health treatment.

ACBH is the payer of last resort when it is determined that the patient being served does not qualify for programs sponsored by government agencies such as MediCal & MediCare.

Bidder must demonstrate the web-based query tool if invited to the Vendor Oral Interview. The vendor must come prepared with a test database to allow the CSC to run reports using the vendor’s web query tool and evaluate how the query tool works.

The awarded Contractor will administer coverage for all prescriptions written for uninsured and HealthPAC Behavioral Health Care Specialty Service patients seen by the network prescribers of ACBH. In addition, the Contractor will provide these services for Medi-Cal clients with a denied medication Treatment Authorization Request (TAR) or Share of Cost (SOC), Medicare Part D clients whose medication is non-formulary or a denied appeal, and Medicare Part D clients’ medication co-pays. Contractor will also administer ACBH use of drug companies’ Patient Assistance Programs (PAP) and the Federal 340B drug purchasing program.

During the 2022-2023 fiscal year, ACBH provided a total of approximately 9,000 prescriptions for 3,250 uninsured patients, filled through 45 retail pharmacies, with no mail prescriptions filled. Pharmaceuticals costs were estimated to be $500,000.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications

1. Bidder must be regularly and continuously engaged in the business of providing Pharmacy Benefit Management (PBM) services to agencies similar to ACBH (public and/or government agencies) for at least five (5) years, which must be clearly stated or demonstrated in the bid response.
2. Bidder shall have at least two (2) years of experience working with a governmental healthcare program and one year with mental health experience, which must be clearly stated or demonstrated in the bid response.
3. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

## SPECIFIC REQUIREMENTS

Contractor must have the ability to provide services as follows:

* + 1. Transparency and Full Pass Through: Provide transparent, full pass-through pricing, including discounts. This is to be demonstrated by invoices showing, for each prescription, the amount billed to the county and the amount paid to the pharmacy.
    2. Compensation: Per Paid Claim Adjudication Fee: Bill the county per paid claim adjudication fee but no fee for either claim rejections or reversals; or

PMPM Pricing: Provide per member per month pricing for (PMPM) pricing for adjudication fees.

* + 1. Claims Adjudication: Provide online, point of service, electronic claims adjudication for prescriptions 24 hours daily, 7 days per week.
    2. Consumer Access and Services: Provide a network of geographically and culturally diverse pharmacies specific to meet the needs of Alameda County residents, this shall include:
       1. Pharmacies that are language-capable in the network must include:
          1. Cambodian
          2. Chinese
          3. Farsi
          4. Japanese
          5. Spanish; and
          6. Vietnamese
       2. Extended hour pharmacy coverage
       3. Weekend coverage
       4. Delivery services
       5. Blister-packing/specialty packing
       6. At least one network pharmacy in each city and populated unincorporated area of Alameda County.
    3. Eligibility Upload: The ability to update patient eligibility through web-based eligibility and FAX as frequently as required by ACBH, not less than a minimum daily basis. Groups to be populated presently include, but are not limited to:
       1. Uninsured adults, children or transitional age youth (TAY), including clients with an unmet Medi-Cal share of cost (Level I);
       2. HealthPAC Behavioral Health Care (Levels II & III);
       3. Medically Indigent Adult (MIA) Medication Program using Patient Assistance Programs (PAPs);
       4. Medicare Part D Coordination of Benefit (COB); and
       5. Urgent uninsured children or TAY for specific day programs.
    4. 340B Third Party Administration: The capacity to implement and maintain a 340B drug purchasing program, including contracting, managing virtual inventories and replenishment, verification of patient and clinic program eligibility, maintaining accurate pricing, and preventing drug diversion and duplicate discounts/rebates.
    5. Electronic Health Record Interface: The flexibility to interface with ACBH’ new EHR currently under development.
    6. Eligibility Requirements: The ability to administer the ACBH’ eligibility requirements, including, but not limited to verification that:
       1. Each patient is a County-authorized patient;
       2. Each prescriber is a County-authorized prescriber;
       3. Each medication is on at least one of the ACBH formularies;
       4. If a medication is available as a generic, that it is dispensed as a generic medication, even if it is prescribed as a brand-named medication; and
       5. Approval of medication prior authorization (PA), and the procedure for placing a PA.
    7. Program Design: Maintain the following on an on-going basis as directed by ACBH:
       1. Specific eligibility groups as defined by ACBH;
       2. ACBH formularies and prescribing guidelines/requirements;
       3. Network of prescribers;
       4. Network of Pharmacies; and
       5. Eligibility upload (see #5)
    8. Prescription Claims Data: Prescription claims data transmission on a monthly basis, not to exceed 12 times per fiscal year; and, no more than three (3) business days after the close of the month.
    9. Monthly Billing: Invoicing to ACBH for payment on a monthly cycle, not to exceed 12 times per fiscal year.
    10. Reversal Process: Conduct Reversal Process as directed by ACBH on a monthly basis. ACBH will identify incorrectly billed prescription claims by network pharmacies when other coverage was available (“Reversals”). Reversals shall be done by vendor as requested by ACBH reverse the claim or confirm that claim billing to the County has been reversed.
    11. Paper or Manual Claims: Contractor must process eligible paper or manual claims within 30 days of submission by eligible pharmacies.
    12. Account management & customer service: Provide responsive account management and customer services to the County and pharmacies. This shall include, but not be limited to, meeting the following requirements:
        1. Provide ACBH a dedicated experienced account coordinator responsible for the overall Contract requirements, terms and problem resolution. This person must:
           1. Be available Monday through Friday from 8:30 a.m. – 5:00 p.m.
           2. Provide a cell phone or pager number for emergencies/disaster support, with response time within one (1) hour.
           3. Meet with the County Pharmacy Director (Director) or designee as requested and needed.
           4. Maintain, during off hours, a toll-free voice mail recording system, with all messages answered within the next business day.
        2. For ACBH network pharmacies:
           1. Provide Toll-free telephone & FAX lines for customer service (Help Line), availability Monday thru Friday from 8:30 a.m. – 6:00 p.m. PST, with additional hours over the weekend.
           2. Conduct periodic, at minimum annual, retail pharmacy surveys. Consult with the Director on survey criteria prior to conducting survey.
    13. Medi-Cal-covered Patients: Ensure network pharmacies coordinate benefits (COB) for patients covered through Medi-Cal with:
        1. Medi-Cal SOC
        2. Medication PA submission
    14. Medi-Care Part D-covered Patients: Ensure network pharmacies coordinate benefits (COB) for patients covered through MediCare Part D, and for formulary-covered medications, ensuring that payment from the County only occurs for:
        1. Medication co-pays;
        2. Medication cost-sharing; and
        3. Denied medication appeals.
    15. Promptly Process Rebates: Distribute to ACBH on a quarterly basis all rebates collected on ACBH’ behalf for medications dispensed through this contract. The County is requiring a minimum 90% County/10% PBM split. These rebates will be paid to ACBH no later than six (6) months after claim adjudication date and will be accompanied with supportive documentation.
    16. Training: Provide training to County staff and other users identified by the Director for its web-based ad hoc user query system at no cost to the County and to its users.
    17. Performance Guarantees: Contractor shall comply with the performance guarantees set below. These guarantees set in contract will be evaluated on a quarterly basis, and if not met, will have a monetary penalty payable to the County in the following quarter(s).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Performance Guarantees | | | | |
| **Performance Area** | **Guarantee** | **Description / Measurement** | **Measurement Timeframes** | **Penalty** |
| |  |  |  | | --- | --- | --- | | Report Turnaround Time |  |  | | Reports will be accessible to County by the 3rd of each month for the prior month. | |  |  | | --- | --- | | Accessibility (via online systems) is defined as reporting system uptime excluding planned maintenance which shall be for no more than a 24-hour period and events beyond the control of Contractor (i.e., Internet connectivity). |  | | Monthly, excludes normal maintenance during off-peak hours. | $500.00 per occurrence |
| |  |  |  | | --- | --- | --- | | Help Desk Telephone Response Time |  |  | | No more than 90 seconds to answer | Defined as the hold/wait time between the end of the phone system message and hand off to a live agent. | Monthly | $1,000.00 per incident based on Average Speed to Answer monthly report |

* + 1. Point of Sale Data System Availability
       1. Network pharmacies shall have access to the Contractor claims processing system at least 99.5% of the time (24/7/365), excluding normal maintenance during off-peak hours which shall be for no more than two to four hour time periods.
       2. The percent of time the claims processing system will be available to pharmacies as measured by the number of hours the system is available divided by the total number of hours within the reporting period, excluding regularly scheduled maintenance. Calculated by the total number of rejected claims (NCPDP reject codes 95 or 98) divided by the total number of claims for the period. Contractor is not responsible of systems outside its direct control e.g.: Internet, Client internal network, or individual pharmacy systems, which may affect their access to the Contractor’s systems.
    2. Business Associates Agreements/HIPAA Compliance: Vendor must be HIPAA compliant, including taking all actions necessary to be compliant with business associates requirements.

## DELIVERABLES / REPORTS

* + 1. Contractor must provide an ad hoc web-based query tool that is user-friendly for reviewing prescription claims data, including National Council for Prescription Drug Programs (NCPDP) fields and be able to generate reports 24 hours after claim adjudication. The query tool must be available 24 hours daily, 7 days per week, and be able to download reports into Excel.
    2. Contractor must use basic programmed reports, downloadable in Excel that can be generated in query tool within a user-identified period. Programmable reports shall include those defined by:
       1. Medication name (including all medications);
       2. Prescriber DEA Number (including all prescribers);
       3. Patient identifier (including all patients); and
       4. By specific account.
    3. Contractor must provide training and have educational and technical support, as directed by the County and will be available at no cost, including when there is a change in staff, specific to the use of the web-based query tool.

## BIDDERS CONFERENCE(S)/VENDOR OUTREACH

* + 1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTJjMDEzOGUtOTg1MC00MTY3LWI1ZTgtOTNmN2UyY2Y1N2U4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%221e31baad-1bae-45b2-8b1f-126565726561%22%7d" \t "_blank)

Meeting ID: 210 191 112 753   
Passcode: B9Cmgi

[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)

**Or call in (audio only)**

[+1 415-915-3950,,709576809#](tel:+14159153950,,709576809# )   United States, San Francisco

Phone Conference ID: 709 576 809#

* + 1. Vendor Outreach is usually conducted on Wednesdays at [**Vendor Outreach Link**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>].
    2. Information regarding the RFP will be presented during the conference. To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
    3. Bidders Conference(s) will be held to
       1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.
       2. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
       3. Provide the County with an opportunity to receive feedback related to this RFP.
    4. The Bidders Conference(s) Attendees List will be released in a separate document.
    5. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
    6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Jacqueline Favela, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: [Jacqueline.favela2@acgov.org](mailto:Jacqueline.favela2@acgov.org)

* + 1. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC).  The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and optional vendor interview. The four Bidders receiving the highest preliminary scores and with at least 200 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score**. The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
    1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
    2. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. 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 the disqualification of the 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 and likely to achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC members. |
| 4 | Above Average / Good | Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications. |

1. The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**  Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder. | 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](http://www.sam.gov/SAM). | Pass/Fail |
|  | **Cost:**  The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder’s total proposed cost.  Cost evaluation points may be adjusted by considering:   1. Reasonableness (i.e., how well 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?). | 20 Points |
|  | **Description of Proposed Services/PBM Program:**  The ability to fully and successfully perform each of the program requirements contained in Section D of this RFP:   1. Transparency and Full Pass Through (D,1) 2. PBM Services    * + 1. Claims Adjudication (D, 3)        2. Eligibility Upload of Groups (D, 5)        3. 340B Program Administration ( D, 6)        4. EHR Interface (D, 7)        5. Medi-Cal COB (D, 15)        6. Medicare Part D COB (D, 16)        7. Rebate Processing (D, 17) 3. Consumer Access and Services    * + 1. Pharmacy Network (D 4)        2. Specialty Service Provision (D, 5) 4. Program Design    * + 1. Administer Program Eligibility Requirements ( D, 8)        2. Maintain Program Design Requirements (D, 9). | 15 Points |
|  | **Savings:**   1. Pharmacy Benefit Management Costs Table (See Excel Bid Form, “Savings” Tab) | 20 Points |
|  | **Account Management/Customer Services:**  The ability to fully and successfully provide each of the account management and customer service requirements contained in Section D of this RFP:   1. Dedicated Acct Coordinator (D, 14, a) 2. Network Pharmacy Support (D, 14, b) 3. Adjudicated Claims Data Transmission (D, 3) 4. Monthly Billing Cycle (D, 11) 5. Reversal Process (D, 12) 6. Paper/Manual Claims (D, 13) 7. Training of County Personnel (D, 18) 8. Performance Guarantees (D, 19) | 15 Points |
|  | **Deliverables/Reports**   * + 1. Web-based query tool (E,1)     2. Programmed reports (E,2)     3. Training and Support (E,3)   Contractor must demonstrate the web-based query tool if invited to the Vendor Oral Interview. The vendor must come prepared with a test database to allow the CSC to run reports using the vendor’s web query tool and evaluate how the query tool works. | 15 Points |
|  | **Implementation Plan and Schedule:**  Evaluation will include the likelihood that Bidder’s implementation plan and schedule will meet the County’s schedule and is reasonable. Identification and planning for mitigation of risks that Bidder believes may adversely affect any portion of the County’s schedule may be considered. | 5 Points |
|  | **Relevant Experience:**  Proposals will be evaluated, including considering the RFP specifications and the questions below:   1. How much experience does the Bidder have with similar projects? 2. Do the individuals assigned to the project have experience on similar projects? 3. How extensive is the applicable education and experience of the personnel designated to work on the project? | 5 Points |
|  | **References (See Exhibit A – Bid Response Packet)** | 5 Points |
|  | **Vendor Interview**  Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview. | Vendor Interview may be used to revise / inform scores of criteria above |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** | | |
|  | ***Local* Preference:** Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |
|  | ***Small and Local or Emerging* and *Local* Preference**: Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |

## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 120-day period of any contract awarded, 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.
    2. The County reserves the right to determine, at its sole discretion, whether:
       1. The Contractor has complied with all terms of this RFP and the contract; and
       2. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
    3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must 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 qualified Bidder(s) to enter into a contract.  The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County’s right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

* + - 1. The name(s) of the Bidder(s) being recommended for contract award; and
      2. The names of all other parties that submitted proposals.
    1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## Bid Protest / Appeals Process

The County of Alameda 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 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 must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA–Office of Acquisition Policy

ATTN: Contract Compliance Officer

1401 Lakeside Drive, 10th Floor, Oakland, CA 94612

Email: [GSA-BidProtests@acgov.org](mailto:GSA-BidProtests@acgov.org)

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

* + - 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, and telephone number of the person submitting the protest on behalf of the protesting party.
      4. The Contract Specialist will send a notification to Bidders if a protest is received.
    1. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: 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 must be final prior to the Board hearing.  
         
       A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.
    2. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: [OCCR@acgov.org](mailto:OCCR@acgov.org), 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 Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
       1. The appeal must 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 must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
       3. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
       4. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
       5. The finding of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller’s OCCR will be furnished to the protestor.
       6. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
    3. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder’s failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will 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 contract term, which may be awarded pursuant to this RFP, will be three years.
    2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two-year.
    3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor 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, services and/or providing of goods, the Contractor will 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 for cause without written notice upon a material breach of contract or 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 rebid the project if it is determined to be in its best interest to do so.

## BRAND NAMES AND APPROVED EQUIVALENTS

* + 1. Any references in this RFP, including Addendum and other documents, to manufacturers’ trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:
       1. Clearly describe the alternate offered and indicate how it differs from the product specified; and
       2. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
    2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
    3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

## QUANTITIES

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

## PRICING

* + 1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
    2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
    3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
    4. Taxes and freight charges:
       1. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
       2. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
       3. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid proposal.
       4. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
       5. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
    5. All prices quoted must be in United States dollars.
    6. Price quotes must include any and all payment incentives available to the County.
    7. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
    8. 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. Most Responsive and Responsible Bidder(s)
       1. The award will be made to the highest-ranked Bidder who meet the requirements of these specifications, terms, and conditions.
       2. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
       3. An award will be recommended for the Bidder that submitted the proposal that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
    2. Small Local Emerging Business (SLEB) Program

1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.
2. As a result of the County’s commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
3. [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
4. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
5. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 446110 and 524292.
6. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
7. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
8. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.
9. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
   * 1. County Rights
        1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
        2. Any bid proposals that contain false or misleading information may be disqualified by the County.
        3. The County reserves the right to award to a single or multiple Contractors.
        4. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
        5. The County has the right to decline to award this contract or any part thereof for any reason.
     2. Procedures
        1. Board approval to award a contract is required.
        2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
        3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template 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 standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

1. The RFP specifications, terms, conditions, 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. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.
    2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
    3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
    4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
    2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
    3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
    4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
    5. Contractor must utilize a standardized invoice format upon request.
    6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
    7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
    8. In the event the Contractor’s performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
    2. Contractor must also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must 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 must provide a dedicated, competent account manager who shall be responsible for the County account/contract and receive all orders. Contractor account manager shall be familiar with County requirements and standards and work with the Behavioral Health Services to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

* + 1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.
    2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
    3. Contact Information for this RFP:

Jacqueline Favela, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: [Jacqueline.favela2@acgov.org](mailto:Jacqueline.favela2@acgov.org)

Phone: (510) 208-9612

* + 1. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. 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 the posting for this RFP and other current contracting opportunities.

## SUBMITTAL OF PROPOSALS

* + 1. Document Submittal
       1. All proposal documents must be completed, successfully uploaded, and submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) shall not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
       2. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20MB or less.
       3. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
       4. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary.  The 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/>].
       5. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
    2. Submissions Processes
       1. All costs required for the preparation and submission of a proposal shall be borne by the Bidder.
       2. Only one bid proposal 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 California or other state’s Corporations Code or an equivalent statute.
       3. The final award information will be posted on the County’s “Contracting Opportunities” website.
       4. The County reserves the right to reject any proposal.
       5. All bid proposals shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
    3. Legal Requirements
       1. “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. 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”. (California Government Code Section 4552).
       2. By submitting a bid proposal, the 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. Such actions may also be considered fraud and subject to criminal prosecution.
       3. The Bidder, by submitting a proposal, 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 RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
       4. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* + 1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
    2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
    3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
    4. The following pages require confirmation, declaration, and /or a signature (?). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)as part of the Bidder’s proposal.

1. Exhibit A – Bid Response Packet, [Bidder Acceptance](#_BIDDER_INFORMATION)
2. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#Debarment)
3. Exhibit A – Bid Response Packet, [Small Local Emerging Business (SLEB) Information Sheet](#SLEB)
4. [Must be signed by Bidder](#Prime_Bidder_Signature)
5. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB
   * 1. Each page of the Bid Response Packet must be submitted through the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
     2. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
     3. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
     4. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
     5. Bidders must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
     6. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
     7. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**

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### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

RFP No. 902281

Pharmacy Benefit Management Services

|  |
| --- |
| BIDDER INFORMATION |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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  Sole Proprietor

Non-Profit / Church  Other:

|  |  |
| --- | --- |
| Jurisdiction of Organizational Structure: |  |
| Date of Organizational Structure: |  |
| Federal Tax Identification Number: |  |
| Alameda County Supplier Identification Number (if applicable): |  |
| DIR Contractor Registration Number (if applicable): |  |

**Primary Contact Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name / Title: |  | | |
| Telephone Number: |  | Alternate Number: |  |
| Email Address: |  | | |

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| --- |
| BIDDER ACCEPTANCE |

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
   1. [**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. [**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/>]

1. [**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/>]

1. [**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/>]

1. **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**

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

1. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

1. [**First Source**](http://acgov.org/auditor/sleb/sourceprogram.htm)

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

1. [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm)

[<http://acgov.org/auditor/sleb/elation.htm>]

1. The undersigned acknowledges that Bidder is and will remain 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 any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
4. Bidder agrees to 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 rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
5. The undersigned acknowledges ***ONE*** of the following (please check only one box):

    Bidder is not local to Alameda County and is ineligible for any bid preference; **or**

    Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#SLEB)); **or**

    Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:

* Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
* Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.

1. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| **SIGNATURE:** ✍  Name/Title of Authorized Signer:  Dated this  day of  20 |

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| DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER) |

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, and any named and unnamed subcontractor:

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

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 the signature of this Certification.

|  |
| --- |
| **BIDDER:**  **PRINCIPAL: TITLE:**  **SIGNATURE:** ✍ **DATE:** |

|  |
| --- |
| SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET |

**Instructions**: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement.  The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be **valid** at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

* For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, [GSA.OAP@acgov.org](mailto:GSA.OAP@acgov.org).
* For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, [OCCR@acgov.org](mailto:OCCR@acgov.org), (510) 891-5500.

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| SLEB INFORMATION SHEET |

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form.

Bidders that are not certified SLEBS (for the definition of a SLEB, see[**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**])** are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

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

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with[**Elation Systems**](http://www.elationsys.com/elationsys/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

|  |
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| **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**  **SLEB BIDDER Business Name:**  **SLEB Certification #:       SLEB Certification Expiration Date:**  **NAICS Codes Included in Certification:** |

**OR**

|  |
| --- |
| **BIDDER IS NOT A CERTIFIED SLEB and will subcontract      % with the SLEB named below for the following goods/services:**  **SLEB Subcontractor Business Name:**  **SLEB Certification #:       SLEB Certification Expiration Date:**  **SLEB Certification Status:  Small /  Emerging**  **NAICS Codes Included in Certification:**  **SLEB Subcontractor Principal Name:**  **SLEB Subcontractor Principal Signature:** ? |

**Upon award, Bidder (the Prime Contractor) and** **all SLEB subcontractors** agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

**Bidder Printed Name/Title:**      

**Street Address: \_**     **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_**     **\_\_\_\_State\_**     **\_ Zip Code**      

**Bidder Signature: ? Date:**      

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| **BIDDER MINIMUM QUALIFICATIONS** |

**Instructions:** Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

* + 1. BIDDER Minimum Qualifications

1. Bidder must be regularly and continuously engaged in the business of providing Pharmacy Benefit Management (PBM) services to agencies similar to ACBH (public and/or government agencies) for at least five (5) years, which must be clearly stated or demonstrated in the bid response.
2. Vendor shall have at least two (2) years of experience working with a governmental healthcare program preferably with mental health experience, which must be clearly stated or demonstrated in the bid response.
3. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

**Maximum Length: None**

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| BID FORM |

**Instructions**:Bidder must use the Excel Bid Form provided.

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on the excel bid form are for example only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)**,** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| TABLE OF KEY PERSONNEL |

**Instructions**: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. The person’s relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
3. If a Bidder collaborates with any other partners or subcontractors, the Bidder shall identify all key personnel, subcontractors, subcontractor qualifications, and how they plan to work together. Bidder shall identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).
4. In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

**Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.**

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| **DESCRIPTION OF PROPOSED SERVICES** |

**Instructions:** Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Service* must describe the overall services and/or program. The Bidder must address how they will meet or exceed each requirement listed in Section D (Specific Requirements) and Section E (Deliverables/Reports).

At a minimum, the Bidder must include the following details:

Describe how Bidder will meet the program’s desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how key personnel will be responsible for achieving them.

Detail existing data collection infrastructure and demonstrate the ability to interface with County’s database(s) as described in the RFP and/or provide reporting data to the County for maximum efficiency.

Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP.

Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the *Exceptions and Clarification* form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

**Maximum Length: 30 pages**

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| **IMPLEMENTATION PLAN AND SCHEDULE** |

**Instructions:** Bidder is to provide an **Implementation Plan and Schedule**.

In conjunction with the *Description of Proposed Services*, the Bidder must include an *Implementation Plan and Schedule* that specifically addresses the following:

1. A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services and the key personnel assigned to each.
2. The ideal Implementation Plan and Schedule will provide a clear picture of what the County can expect during the contract term and in preparing to start the contract. Bidders should consider the information and questions contained in the Evaluation Criteria and Specific Requirements in preparing the Implementation Plan and Schedule.

**Maximum Length: 5 pages**

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| **REFERENCES** |

**Instructions**: On the following page is the templates that Bidders are to use for providing references. Bidders are to provide a list of five references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders’ bid proposals.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as Bidders’ years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

|  |
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| **REFERENCES** |

RFP No. 902281

Pharmacy Benefit Management Services

Bidder Name:

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

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

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

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

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

\*Use additional pages as necessary

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| EXCEPTIONS AND CLARIFICATIONS |

**Instructions**: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference to:** | | | **Description** |
| Page No.  EXAMPLE | Section | Item No. |  |
| **p. 23** | **D** | **1.c.** | ***Bidder takes exception to…*** |
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\*Use additional pages as necessary

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| INSURANCE REQUIREMENTS |

**Instructions**: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

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

see next page for county of alameda

minimum insurance requirements

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

|  |  |  |
| --- | --- | --- |
| **TYPE OF INSURANCE COVERAGES** | | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**  Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)  $5,000,000 aggregate  Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**  All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for  individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL) Any Auto  Bodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**  Required for all contractors with employees | WC: Statutory Limits  EL: $100,000 per accident for bodily injury or disease |
| **D** | **Endorsements and Conditions**:   1. **ADDITIONAL INSURED:** ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PERSONAL AUTOMOBILE LIABILITY, WORKERS’ COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES. 2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties. 4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. **JOINT VENTURES**: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:   – Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party), or at minimum named as an “Additional Insured” on the other’s policies.  – Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.   1. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 2. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:    * Department/Agency issuing the contract    * With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) | |

Certificate C-1B Page 1 of 1 Form 2001-1 (Rev. 03/15/06

**EXHIBIT B**

**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 the Health 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, or Disclosure of Protected Health Information which compromises the 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:

1. 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;
2. As required by law; and
3. 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 Page 3 of 6 Last update: 6.28.2013.

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**

1. *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.
2. *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.*
3. *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.*
4. *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.*
5. *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.*
6. *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. Page 4 of 6 Last update: 6.28.2013*
7. *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.*
8. *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.*
9. *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.*
10. *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.*
11. *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.*
12. *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).*
13. *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**

* 1. *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.
  2. *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.*
  3. *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**

1. *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 immediate termination 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.
2. *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.*
3. *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**

1. *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.
2. *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.*
3. *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.*
4. *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.*
5. *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.*
6. *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.*
7. *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 agreed to by **CONTRACTOR:**

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| **Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **By (Signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |