COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902362

**for**

Unified Countywide Mass Notification System

|  |
| --- |
| **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: Azizullah Ramesh****Phone Number: (510) 208-3905****Email Address:** **azizullah.ramesh@acgov.org****General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**November 6, 2023**

through

**Alameda County, GSA-Procurement**

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

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

Alameda 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. 902362

UNIFIED COUNTYWIDE MASS NOTIFICATION SYSTEM

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **October 2, 2023** |
| **Networking/Bidders Conference**  | **October 10, 2023 @ 2:00 pm (PST)*****TO ATTEND ONLINE*:** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_YmRjY2IzYTgtYmFlNC00NzEyLTk1ZjktZTBkNmU2YWM3MTJk%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22aaba5ec9-44ce-4b8b-926a-b87e72b0a387%22%7d) Meeting ID: 235 100 486 360 Passcode: cPCs96 [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,,796377361#   United States, San Francisco (888) 715-8170,,796377361#   United States (Toll-free) Phone Conference ID: 796 377 361# [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=796377361) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing)  |
| **Written Questions Due via Email:****azizullah.ramesh@acgov.org** | **October 11, 2023, by 5:00 p.m.**  |
| **List of Attendees** | **October 12, 2023**  |
| **Questions & Answers Issued** | **October 23, 2023**  |
| **Addendum Issued** [only if necessary to amend RFP] | **October 23, 2023**  |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **November 6, 2023**  |
| **Evaluation Period** | **November 6, 2023 – November 21, 2023**  |
| **Optional Vendor Interviews** | **Week of November 13, 2023** |
| **Notice of Intent to Award Issued** | **November 22, 2023** |
| **Board Consideration Award Date** | **February 15, 2024** |
| **Contract Start Date** | **May 31, 2024** |

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

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, October 4, 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: +1 415-915-3950Conference 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. 902362

SPECIFICATIONS, TERMS & CONDITIONS

for

UNIFIED COUNTYWIDE MASS NOTIFICATION SYSTEM

**TABLE OF CONTENTS**

 **Page**

CALENDAR OF EVENTS 2

I. STATEMENT OF WORK 5

A. INTENT 5

B. BACKGROUND 5

C. BIDDER QUALIFICATIONS 6

D. SPECIFIC REQUIREMENTS 6

E. DELIVERABLES / REPORTS 18

F. BIDDERS CONFERENCE(S)/VENDOR OUTREACH 18

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS 20

G. EVALUATION CRITERIA / SELECTION COMMITTEE 20

I. CONTRACT EVALUATION AND ASSESSMENT 25

J. NOTICE OF INTENT TO AWARD 25

K. BID PROTEST / APPEALS PROCESS 26

L. TERM / TERMINATION / RENEWAL 28

M. BRAND NAMES AND APPROVED EQUIVALENTS 29

N. PRICING 29

O. AWARD 30

P. METHOD OF ORDERING 32

Q. WARRANTY 33

R. INVOICING 33

S. ACCOUNT MANAGER / SUPPORT STAFF 34

III. INSTRUCTIONS TO BIDDERS 34

T. COUNTY CONTACTS 34

U. SUBMITTAL OF PROPOSALS 35

ATTACHMENTS

**EXHIBIT A** BID RESPONSE PACKET

**EXHIBIT B** ADDITIONAL CONTRACT PROVISION – FEDERAL PROVISIONS

**EXHIBIT B-1** Certification for Contracts, Grants, Loans, and Cooperative

**EXHIBIT c** System function response

**EXHIBIT d** system requirements

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe a unified countywide mass notification system (County and 14 Cities) being requested by the County which will run 24 hours a day, seven (7) days a week, 365 days a year (24x7x365) using a Software as a Service (SaaS) model.

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.

## BACKGROUND

The County requires a Unified Alameda County, City, and Special District Mass Notification System (MNS) capable of sending alerts and notifications to devices within the geographic boundaries of Alameda County (est. 1.7 million persons and 600,000 households), as well as to sub-regions of the County, including any of its individual 14 Cities, its unincorporated areas, or combinations and sub portions of any part of its jurisdictions.

The MNS must have the capability to distribute a message to at least 50,000 contacts in a single broadcast. Further, the said System must have the capability to deliver at least 500,000 notifications within the first one hour (60 minutes) of the broadcast being sent and must support simultaneous message delivery to multiple types of destinations, including voice calls to landline and cellular phones, e-mail, short message service (SMS), push notifications to mobile devices, desktops, and TTY. The MNS must be scalable to accommodate additional recipients’ contact information on-demand.

The MNS shall support County, City, and Special District access to the Integrated Public Alert and Warning System (IPAWS) and all IPAWS functionality, including Wireless Emergency Alerting (WEA), the Emergency Alert System (EAS), and Enhanced Non-Weather Emergency Messages (NWEM) using the Common Alerting Protocol (CAP). The MNS shall be compliant with the Federal Emergency Management Agency (FEMA) IPAWS-OPEN v4.01 Web-Service Interface Design Guidance, dated June 29, 2022.

The MNS shall have the ability to send multiple notifications at the same time to the same or different recipients. The System shall support concurrent use by multiple authorized agents from different jurisdictions.

The MNS shall be compliant with all parts of the Americans with Disabilities Act to the extent feasible with currently available technology.

In support of the successful implementation of the MNS, the MNS Contractor shall provide training to system administrators and authorized users, as well as a public-facing website for system opt-in sign-ups.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
			1. Bidder **and** all key personnel assigned to the project must be regularly and continuously engaged in the business of providing emergency notification systems and have provided them continually for at least Five (5) years including IPAWS/WEA messaging services which must be clearly stated or demonstrated in the bid response.
			2. Bidder must have provided emergency notification systems to a minimum of five (5) governmental agencies with a similar scope, population service area and complexity as Alameda County. MNS referenced by bidders can be a unified City/County system, a multi- county regional system, or a statewide system with at least one million (1,000,000) population. This must be clearly stated or demonstrated in the bid response.
			3. Bidder must 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

The MNS (“System”) must support County and City access to the IPAWS and all IPAWS functionality, including Wireless Emergency Alerting (WEA) using the CAP. The MNS shall support concurrent use by multiple representatives from different jurisdictions.

* + 1. Requirements of the System to include, but are not limited to, the following:
			1. General Functions
				1. The system must be capable of sending alerts and notifications (SMS, email, push notifications, desktop, TTY, Mobile/landline phones, WEA, EAS, and NWEM alerts) to devices and addresses within:

Individual evacuation zones,

The geographic boundaries of any of the Alameda County 14 cities, and/or subdivisions of the cities,

The Alameda County unincorporated areas, and/or

The entire Alameda County boundary, including all cities and unincorporated areas.

* + - * 1. The system must be designed specifically to facilitate mass notification distribution using a SaaS model.
				2. The system must enable message senders to initiate a notification:

On any computer via desktop, laptop, smartphone, tablet, app, etc., using a standard browser (such as, but not limited to; Firefox, Safari, Chrome, Android, Apple, MS Edge, etc.) through a secure SSL website, and

Remotely through a mobile phone app, and

Remotely through a phone call to a Contractor-run service center.

* + - * 1. The system must be capable of text-to-speech, accepting and distributing Application Programming Interface (API)- provided messages of up to three (3) minutes audio duration in text or audio files, as well as SMS messages and e-mails with attachments.
				2. The system upgrades and enhancements must be managed by the Contractor and provided at no additional cost.
				3. The system must have the ability to initiate and deliver notifications 24x7 with AT LEAST 99.99% uptime.
				4. The system must be redundant, with no single points of

failure within the Contractor’s infrastructure. The system must have backup, fail-safe redundancy if a regional earthquake, terrorism event, or other disaster should overwhelm or incapacitate the power, phone, or internet systems in the Bay Area. Contractor must describe their redundant capability to provide messaging to the Alameda County Public in such circumstances.

* + - * 1. The system must be a multiple agency environment without any limits to the number of messages senders, public users, system administrators and/or group administrators who may simultaneously access the system. Each agency will have its own access and permissions.
				2. The system must comply with the Americans with Disabilities Act (ADA) to the extent feasible with currently available technology. In particular, the system shall provide sign-up and messaging services to individuals who are deaf or have a speech disability which are functionally equivalent to the services available to individuals who are not deaf or do not have a speech disability.
				3. The system must have the ability to deliver notifications, alerts, and warnings in Access and Functional Needs (AFN) accessible formats.
				4. The systems activations must not require Contractor intervention, such as an operator.
				5. The system must enable community members to opt in or out of any custom notification programs the County or Cities would like to offer to their citizens.
			1. IPAWS

IPAWS and WEA Messaging must be able to deliver emergency messages and notifications from any of our 14 Cities or from Alameda County to each of the boundaries listed above without the messages or notifications “bleeding over” into non-impacted jurisdictions. Messaging shall be delivered with enhanced geo-targeting reaching 100 percent of the targeted area with no more than 1/10th of a mile (528 feet) overshoot. A city not affected by an emergency should not have its residents’ receiving messages initiated by another impacted city or area.

* + - * 1. The system must support County and city access to the IPAWS and all IPAW functionality, including WEA, EAS, and NWEM. Contractor shall have demonstrable experience using the system being proposed to send messages to the Federal Emergency Management Agency’s (FEMA) IPAWS, using Common Alerting Protocol (CAP). System must be compliant with the Federal Emergency Management Agency (FEMA) IPAWS-OPEN v4.01 Web-Service Interface Design Guidance, dated June 29, 2022.
				2. The system must be able to geographically target messages to individuals using county-based Specific Area Message Encoding (SAME) and Geographical Information System (GIS) mapping. The system shall include preset boundaries for:

The entire Alameda County Boundary, and

Each Alameda County City, and/or subdivisions; and

Alameda County Unincorporated Areas.

* + - * 1. The system must be capable of County-county relationships to send emergency notifications on the behalf of another county (separate digital certificates for IPAWS).
			1. Communication Mechanisms
				1. The system must be capable of sending multiple notifications at the same time to the same or different recipients.
				2. The system must have the ability to simultaneously deliver/ publish multiple message formats, through multiple communication channels, to multiple contact devices. This includes, at a minimum:

Voice messages to hardline phones, mobile phones and VoIP phones

TTY/TDD messages to hardline phones with direct connection to teletypewriters (TTYs)

SMS text messages to mobile phones and enabled devices

Text messages to e-mail accounts, fax machines, text pagers, electronic variable (changeable) signs, and for website postings

Video messages to video-enabled wireless devices and e-mail

Emergency messages to activate and be broadcast on National Oceanic and Atmospheric Administration (NOAA) Weather Radios, the Emergency Alert System (EAS), and Google Alerts.

Publish automatically to Twitter, Facebook, and other social media platforms

Set TDD/TTY as a global default.

* + - 1. Groups
				1. The system must have the ability to create unlimited custom alerting groups. The system shall have the ability to structure these alerting groups hierarchically, with sub-groups “nesting” into larger groups.
				2. The system must have the ability to provide each defined group with one or more “Group Administrators,” with privileges to:

Add, change, or delete individuals from the notification group.

Send messages to their group(s) and all sub-groups of their group(s)

* + - 1. Public Sign-up and Data
				1. The system must be hosted by the Contractor and managed one or more sign-up webpage(s) to allow public users to create their own message recipient accounts.
1. The sign-up webpage(s) shall be accessible, by following 508 (<http://www.section508.gov/>) and W3C (<http://www.w3.org/WAI/>) guidelines.
2. Sign-up pages must provide simple, online registration for community members.
3. The sign-up webpages(s) must allow public users to designate multiple contact devices to receive system messages.
4. The sign-up webpage(s) must allow public users to designate a communication medium/media for each contact device (voice message to phone, TTY/TDD message to phone, SMS text message to mobile phone, fax, VoIP, etc.)
5. The sign-up webpage must enable public users to designate multiple geographic “locations of interest” within Alameda County.
6. Public users must define “locations of interest” by providing a physical address.
7. “Locations of interest” must associate a public user’s communication devices with point(s) on a GIS map. This GIS map shall be used by the message sender for preset or on-the-fly notification boundaries.
8. The sign-up webpage must enable public users to sign up for notification groups (groups will be defined during the implementation process) to receive event-specific, City- specific, or population-specific messages, for example:
9. Public user checks box for the “Berkeley Volunteer” group. Contact devices in his/her user profile will receive messages sent by City of Berkeley Volunteer Group administrator.
10. Public user checks box for “Red Flag Warning” group. Contact devices in his/her user profile will receive Red Flag Warning messages issued for Alameda County by the National Weather Service.
	* + - 1. The system must allow the public user to add multiple contact persons to each account, record, and/or geographic location.
				2. The system must be able to import/export contact lists and can remove multiple/duplicate contact entries.
			1. Messages and Notifications
				1. The system must be able to initiate sessions, activate saved messages and create new message from iOS and Android mobile devices, as well as Windows and Mac desktop computers.
				2. The system must have the ability to create, save and send voice, text and video messages.
				3. The system must have the ability to record a voice message directly using a telephone.
				4. The system must be able to update third party websites.
				5. The system must have the ability to enter a message in English-language text and have it converted to speech (i.e., “text-to-speech” conversion) for delivery to appropriate devices.
				6. The system must have the ability to send a voice message, a text message, and a video message in a single notification to all recipients for delivery to appropriate devices.
				7. The system must be able to include attachments (drawings, images, maps, lists, etc.) to notifications.
				8. The system must enable the message sender to select a subset of the available device types for delivery of a particular notification.
				9. The system must support the ability for administrators to manually add, edit, and delete messages and recipients from the system without Contractor intervention.
				10. The system must distinguish between when a live recipient is reached and when voicemail or an answering machine is reached, for voice calls.

If the recipient answers the phone, the system must enable him or her to press a button and have the message repeated.

If the call goes to voicemail, the system must have the ability to leave a message.

* + - * 1. The system must be able to schedule a notification for a future date and time delivery.
				2. The system must be able to restrict user access to send messages based on jurisdictional areas.
				3. The system must provide an encrypted Internet web-service application programming interface API with sender authentication by which the Emergency MNS can activate the system from any location with network access by providing an XML document containing an ordered list of U.S. telephone numbers, specific instructions for that individual activation and a message text. At least two (2) such gateways will be provided in different geographical areas and the Emergency MNS may connect to any of them independently.
				4. The system must provide a local number and an Alpha/Numeric Caller ID that will provide the agency name and number to the message recipient. The MNS must have the ability to set a unique call back number/reply to email address.
				5. The system must be capable of dynamic message throttling to control message volume during a large regional event when the phone system may be at high capacity.
			1. Message Confirmations
				1. The system must enable message recipients to confirm a receipt of a message via:

Telephone key press

E-mail

SMS text message

* + - * 1. The system must enable the message sender to require phone call recipients to respond to the message using a telephone key press.
				2. The system must stop or quit all further attempts to send that notification to that individual, once a recipient has confirmed a message.
			1. Geographic Information System (GIS) Based Notification
				1. The system must be compatible with the latest versions of ESRI ArcGIS and other GIS applications. System will be able to upload and export shapefiles, house a shapefile library of pre-designed shapes, and/or exclude a shape from message notifications. Please include other mapping capabilities you support.
				2. The system must be able to update quarterly (or better) to GIS programming.
				3. The system must be able to edit and save a geographic area for future notification.
				4. The system must be able to incorporate polygons from preexisting ESRI ArcGIS shape files (e.g. neighborhood boundaries). This capability must enable the message sender to quickly select a predefined geographic area for message delivery.
				5. The system must enable the message sender to view or hide predefined map layers.
				6. The system interactive map functions must include zoom in/out using zoom buttons and using movement north, south, east and west.
				7. The system must enable the message sender to search for a geographic area using GIS online maps using the following criteria:

Address

Streets/cross streets

Latitude/longitude

Jurisdictional name

Search criteria shall not be case-sensitive.

* + - * 1. The system must enable the message sender to define the geographic area for message delivery on-the-fly, using:

Address point and a radius around that address, and

Complex polygon shapes, with the ability to resize, modify, rotate, and drag-and-drop selection area shape after initial drawing or placement.

* + - * 1. The system must be able to exclude individual addresses for GIS-based notifications not using WEA.
				2. The system must be able to add map layers and filler map layers by category (opt-ins, yellow pages, residents, etc.)
			1. Reporting
				1. The system must provide a real-time notification tracking dashboard, which message senders can monitor.
				2. The system, for each message sent, the dashboard must display and update the message delivery status across each medium.
				3. The system must allow Administrators to produce on-the-fly reports for both individual notifications and overall system usage without assistance from the Contractor.
				4. The system must be able to provide on-screen reports for all notifications. The report must include:

Success percentage and actual number (and “success” definition) for each contract pathway type.

Failures by percentage and actual number (define a failure, network error, busy signal, etc.)

Number each type of contact (e.g., landline, cellular, text, etc.).

Notification start and stop time.

Type of message or subject of message.

Size of the message.

Who initiated the message

For phone call: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.

* + - * 1. The systems reports must include: Success percentage and actual number (and define what makes it a” success”), as well as failures by percentage and actual number (define a failure; network error, busy signal, etc.). Reports shall include also the number of counts of each type of service (landline, cellular, text, etc.).
				2. The systems report must include start and stop time, type of message or subject of message, size of the message, success of each service type, who initiated the message.
				3. The systems reports must include at a minimum: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.
				4. The system must provide message tracking and time stamp database storage of sent messages for reporting.
			1. Security
				1. The system co-location facilities must be housed in physically secure locations.
				2. The system must utilize industry security standards to prevent inappropriate messages and maintain user data privacy. Standards include login/password authentication for message recipients and system users.
				3. The system must use industry best practices for data encryption when transmitting sensitive data over the Internet.
				4. All personal and confidential data in the system must be encrypted in the database following industry standard best practices.
		1. System Support Services
			1. The Service Level Agreement must address Alameda County dedicated resources.
			2. The Service Level Agreement must include:
				1. Metrics for response time and message delivery
				2. Hours for live support staff (customer service shall be staffed with live support staff 24x7x365)
		2. Project Plan
			1. Contractor must develop a proposed project plan for the System in accordance with a series of milestones and measures of success that delineate the responsibilities assigned to County and Contractor.
			2. Contractors proposed project plan for MNS management and implementation services must include:
				1. Assignment of designated project manager for the duration of system set-up;
				2. Project schedule maintenance;
				3. Training coordination;
				4. Problem-solving and troubleshooting;
				5. Project status reports;
				6. Estimates of elapsed time; and
				7. Person-hours for each major stage.
			3. The contract milestones, at minimum, must include:
				1. Transition kickoff meeting with stakeholders;
				2. Migration of user accounts and self-registration accounts and information;
				3. Custom user-guide documentation provided to County;
				4. Training of all users including cities and County;
				5. Complete transition of registration portal to new system and go live.
		3. Training
			1. Contractor must train County and City personnel at all levels to be able to use the system initially and ongoing throughout the life of the contract. Costs shall be included and specifically identified within the vendor proposal/Bid Form.
			2. Contractor training must be conducted on-site in Alameda County or via Contractor provided web conferencing services.
			3. Contractor must maintain and provide users with online, on-demand, self-paced automated training materials.
		4. Additional Requirements
			- 1. Contractor must maintain all infrastructure aspects of the system, and separate installation of software and/or hardware shall not be required by the County or Cities.
				2. Contractor must maintain multiple instances of the application running in geographically dispersed data centers.
				3. Contractor must state and demonstrate that their system meets the Minimum Standard for Emergency Telephone Notification Systems, Documents 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.
				4. Contractor must export system data to the County and erase it off of Contractor servers within three (3) business days of the County’s request. Alameda County shall retain all data ownership rights.
				5. Contractor must provide their plan and method to directly acquire and provide/update hard line phone numbers for all areas within Alameda County.
				6. Contractor must be capable of refreshing E911/MSAG data for production use monthly.
				7. Contractor must have the capability to directly acquire and maintain publicly and commercially available data within the system. This data includes, but is not limited to, white pages, yellow pages, VOIP, AT&T 911 Residential, Comcast 911 (Business, Residential, Data), etc.

## DELIVERABLES / REPORTS

1. Upon County’s request, the Contractor must develop reports and any other requests.
2. Relevant documents necessary to complete the services and requirements as set forth in this Contract. See page 14 of the RFP, Section D (SPECIFIC REQUIREMENTS), Item 1.i. for complete details on reporting requirements.

## 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_YmRjY2IzYTgtYmFlNC00NzEyLTk1ZjktZTBkNmU2YWM3MTJk%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22aaba5ec9-44ce-4b8b-926a-b87e72b0a387%22%7d" \t "_blank)

Meeting ID: 235 100 486 360
Passcode: cPCs96

Or call in (audio only)

+1 415-915-3950,,796377361#

United States, San Francisco

(888) 715-8170,,796377361#

United States (Toll-free)

Phone Conference ID: 796 377 361#

* + 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(s). 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 Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
			2. 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:

Azizullah Ramesh, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

E-Mail: azizullah.ramesh@acgov.org

* + 1. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory. 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 Five 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 500 points. 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 references 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 specifications. 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 achieve 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?).
 | 15 Points |
|  | **Description of the Proposed System**Proposals will be evaluated considering the RFP specifications and the response to Exhibit C and Exhibit D. | 25 Points |
|  | **Description of Proposed Services:**Proposals will be evaluated considering the RFP specifications and the questions below:1. Does the description of proposed services depict a logical approach to fulfilling the requirements of the RFP?
2. Does the description of proposed services match and contribute to achieving the objectives set out in the RFP?
3. Has the bidder addressed culturally appropriate services; including accommodations for language and/or cultural differences?
 | 20 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. | 10 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?
 | 15 Points |
|  | **References (See Exhibit A – Bid Response Packet)** If a shortlist process is used for a solicitation, references are only performed on the shortlist vendors, and the score is not included in the preliminary shortlist score. | 5 Points |
|  | **Training and Support** The bid response shall include a comprehensive proposal to train the County and City personnel at all levels to be able to use the system initially and ongoing throughout the life of the contract. Training shall be conducted on-site (in Alameda County) or via Contractor-provided web conferencing services. | 10 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 |

## 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 re-bid 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

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, 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 year.
		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.

## 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. 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.
		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
			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 who will be called in order should the County need to contract with another Bidder.
			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. **Federal Contract Provisions:** Funds used for payment of contract(s) awarded from this procurement may be from, or subject to reimbursement, by state and/or federal funds. Some of these funding sources require additional contractual obligations. Bidder must agree to federal contracting terms and conditions, that supplement the County’s Standard Services Contract General Terms and Conditions which are attached as hereto as **Exhibit B, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION.** The successful Bidder must meet federal requirements and agree to the terms including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.
		3. 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 will 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.
		4. 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 Federal Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu)[[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu)]

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). As noted above, **Exhibit B, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION,** will be part of the contract.

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.

## WARRANTY

* + 1. Bidder expressly warrants that all goods and/or services to be furnished pursuant to any contract awarded arising from the proposal will conform to the descriptions and specifications contained herein, in the submitted proposal, and in supplier catalogs, product brochures, and other representations, depictions or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and/or services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty must survive any inspections, delivery, acceptance, or payment by the County. Bidder warrants that all goods and/or work and/or services furnished hereunder will be guaranteed for a period of one (1) year from the date of acceptance by the County.

## INVOICING

* + 1. Contractor must 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 will 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 will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the Alameda County Sheriff’s Office. 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 will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
3. Contact Information for this RFP:

Azizullah Ramesh, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: azizullah.ramesh@acgov.org

Phone: (510) 208-3905

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) will 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 20 MB 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 will 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.
			6. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form(s) in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
		2. Submissions Processes
			1. All costs required for the preparation and submission of a proposal must 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” will 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 must 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 will 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 B-1 – Certification for Contracts, Grants, Loans, and Cooperative Agreements; CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)
	* 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. Excel Bid Form must be submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)**.**
		4. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
		5. 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.
		6. Bidders must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
		7. 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.
		8. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 RFP No. 902362

Unified Countywide Mass Notification System

|  |
| --- |
| 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: |  |

|  |
| --- |
| 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. 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 any contract that may be awarded from this procurement is or may be funded in whole or part with federal funds and that it will abide by all federal funding requirements.**
3. 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.
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. 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.

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

|  |
| --- |
| 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 Response on the signature portion thereof will also constitute the signature of this Certification.

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

|  |
| --- |
| **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 **and** all key personnel assigned to the project must be regularly and continuously engaged in the business of providing emergency notification systems and have provided them continually for at least ten (10) years including IPAWS/WEA messaging services which must be clearly stated or demonstrated in the bid response.
			2. Bidder must have provided emergency notification systems to a minimum of five (5) governmental agencies with a similar scope, population service area and complexity as Alameda County. MNS referenced by bidders can be a unified City/County system, a multi- county regional system, or a statewide system with at least one million (1,000,000) population.
			3. Bidder must 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.

**Maximum Length: None**

|  |
| --- |
| BID FORM |

**Instructions**:Bidder must use the **separate County provided Excel Bid Form(s)**.

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED EXCEL BID FORM(S). 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 Alameda County **Excel Bid Form(s)** 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.

|  |
| --- |
| 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. The person's role in connection with the RFP and any awarded contract.
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

**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.**

|  |
| --- |
| DESCRIPTION OF PROPOSED SYSTEM |

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

Bid response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the County and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the County should be aware of in evaluating the RFP. Finally, the description shall describe all product warranties provided by Bidder.

|  |
| --- |
| DESCRIPTION OF PROPOSED SERVICES |

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

The *Description of Proposed Service* must describe the overall services. 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:**

|  |
| --- |
| **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:

A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services and the key personnel assigned to each.

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:**

|  |
| --- |
| **TEST PLAN** |

The bid response shall include a test plan to be run during system implementation.

“Exhibit D – System Requirements” lists Alameda County’s requirements for the functions and features in the Unified MNS. Bidder shall complete Exhibit D to describe how the proposed system will meet the requirements.

In addition, bidder shall create and submit a Test Plan. The Test Plan will outline how the bidder intends to demonstrate to the County that the proposed system provides the functions outlined in Exhibit D.

The sample test plan must have:

1. A comprehensive scenario which incorporates the testing of all functions.
2. Specific tests to be performed to account for all items listed in Exhibit D. If requirement listed in Exhibit D is not a system function, Bidder shall indicate how it plans to demonstrate having met the requirement.
3. A structure to log success or failure of test and follow-up activity for proposed solutions.

The selected bidder’s test plan will also be integrated into the resulting contract. Following Alameda County Unified MNS setup, the Contractor will implement the Test Plan to demonstrate to Alameda County that Contractor is meeting contract requirements. In the instance that a particular function does not work, and the Contractor and County mutually agree that said function will be abandoned, the County shall be entitled to receive a full refund of all previous payments for the failing function.

|  |
| --- |
| **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.

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.

|  |
| --- |
| **REFERENCES** |

RFP No. 902362

Unified Countywide Mass Notification System

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

|  |
| --- |
| 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…*** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

\*Use additional pages as necessary

|  |
| --- |
| 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 minimum 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) 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 forindividual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL) Any AutoBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**Required for all contractors with employees | WC: Statutory LimitsEL: $1,000,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**Includes endorsements of contractual liability and defense and indemnification of the County | $1,000,000 per occurrence$2,000,000 project aggregate |
| **E** | **Endorsements and Conditions**:1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Commercial or Business 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, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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 verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
	* Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
	* Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance

coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. |

Certificate C-2 Page 1 of 1 Form 2003-1 (Rev. 7/15/14)

####

**EXHIBIT B**

**ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION**

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

I. **General Provisions**

1. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement.  The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
2. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
3. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:
4. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
5. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
6. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
7. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers’ representatives of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
8. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
9. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
10. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
11. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

1. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
2. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:
	1. **Clean Air Act** (42 U.S.C. 7401–7671q).
		1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
		2. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
		3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.
	2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

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

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

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

1. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:
2. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters.
4. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
6. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County’s Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
7. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
8. **Procurement of recovered materials**.
9. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
	1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
	2. Meeting Contract performance requirements; or
	3. At a reasonable price.
10. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
11. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
12. **Access to Records.**
13. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
14. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
15. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
16. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.
17. **Changes.**  The cost of any change, modification, change order, or constructive change shall be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
18. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
20. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
21. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.
22. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
23. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
24. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
25. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
26. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
27. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
28. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section shall be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
29. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
30. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
31. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.
32. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
33. Prohibitions.
	1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
	2. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
		1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
		2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
		3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
		4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
34. Exceptions.
	1. This clause does not prohibit contractors from providing—
35. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
	1. By necessary implication and regulation, the prohibitions also do not apply to:
36. Covered telecommunications equipment or services that:
	* + - 1. Are *not used* as a substantial or essential component of any system; and
				2. Are *not used* as critical technology of any system.
37. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
38. Reporting requirement.
	1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
	2. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
39. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
40. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
41. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.
42. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.
43. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

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

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

* 1. Davis-Bacon Act
1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.
	1. Copeland ‘‘Anti-Kickback’’ Act
4. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
5. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
6. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**EXHIBIT B-1**

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

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

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

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

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

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

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

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

Signature of Contractor’s Authorized Official Date

Name Title

**Exhibit C**

**SYSTEM FUNCTION RESPONSE**

The bidder shall complete the tables by providing one response for each function by using the Response Codes and Structure listed below.

|  |  |
| --- | --- |
| AExisting | The function will be provided in proposed existing software that is installed and operational at other sites and can be demonstrated to Alameda County. An “A” response to any function signifies that the proposed system provides the actual capability as a core feature, and without extensive user intervention. Indirect or implied solutions to provide the function should not be coded “A”. |
| BUnder Development | Function will be provided in software that is currently under development, in Beta test, or not yet released. Provide target release date. |
| CMinor Modification | Function will be provided with minor modifications to existing software. All work shall be performed by the Contractor and pricing has been included in the Pricing Proposal. Such work will be noted in the Proposed Project Plan and Schedule.  |
| DReport Writer | Function could be provided by the use of proposed software tools, such as a report writer, query language or spreadsheet. When responding with a “D,” describe how the functionality could be achieved and whether the setup work will be done by the Contractor or County staff. |
| EMajor Customization | Function could be provided through major modifications to existing software or by new custom software programming. All work shall be performed by the Contractor and any additional costs must be noted. |
| FThird Party | Function could be provided through a third-party solution partner. When responding with an “F,” describe how the functionality could be achieved and whether the setup work will be done by the Contractor or the County. |
| NNot Available | Requirement cannot be provided. |

| **System Functions** | **Response Code** |
| --- | --- |
| 1. **General Functions**
 | -- |
| 1. System must be capable of sending alerts and notifications (SMS, email, push notifications, desktop, TTY, Mobile/landline phones, WEA, EAS, and NWEM alerts) to devices and addresses within:

Individual evacuation zones,The geographic boundaries of any of the Alameda County 14 cities, and/or subdivisions of the cities.The Alameda County unincorporated areas, and/or The entire Alameda County boundary, including all cities and unincorporated areas. |  |
| 1. The system must be designed specifically to facilitate mass notification distribution using a SaaS model.
 |  |
| 1. System must enable message senders to initiate a notification:
2. On any computer via desktop, laptop, smartphone, tablet, app, etc., using a standard browser (such as, but not limited to; Firefox, Safari, Chrome, Android, Apple, MS Edge, etc.) through a secure SSL website, and
3. Remotely through a mobile phone app, and
4. Remotely through a phone call to a Contractor-run service center.
 |  |
| 1. The system must be capable of text-to-speech, accepting and distributing Application Programming Interface (API)- provided messages of up to three (3) minutes audio duration in text or audio files, as well as SMS messages and e-mails with attachments.
 |  |
| 1. The system upgrades and enhancements must be managed by the Contractor and provided at no additional cost.
 |  |
| 1. The system must have the ability to initiate and deliver notifications 24x7 with AT LEAST 99.99% uptime.
 |  |
| 1. The system must be redundant, with no single points of failure within the Contractor’s infrastructure. The system must have backup, fail-safe redundancy if a regional earthquake, terrorism event, or other disaster should overwhelm or incapacitate the power, phone, or internet systems in the Bay Area. Contractor must describe their redundant capability to provide messaging to the Alameda County Public in such circumstances.
 |  |
| 1. The system must be a multiple agency environment without any limits to the number of messages senders, public users, system administrators and/or group administrators who may simultaneously access the system. Each agency will have its own access and permissions.
 |  |
| 1. The system must comply with the Americans with Disabilities Act (ADA) to the extent feasible with currently available technology. In particular, the system must provide sign-up and messaging services to individuals who are deaf or have a speech disability which are functionally equivalent to the services available to individuals who are not deaf or do not have a speech disability.
 |  |
| 1. The system must have the ability to deliver notifications, alerts, and warnings in Access and Functional Needs (AFN) accessible formats
 |  |
| 1. The systems activations must not require Contractor intervention, such as an operator.
 |  |
| 1. The system must enable community members to opt in or out of any custom notification programs the County or Cities would like to offer to their citizens.
 |  |
| 1. **IPAWS**

IPAWS and WEA Messaging must be able to deliver emergency messages and notifications from any of our 14 Cities or from Alameda County to each of the boundaries listed above without the messages or notifications “bleeding over” into non-impacted jurisdictions. Messaging must be delivered with enhanced geo-targeting reaching 100 percent of the targeted area with no more than 1/10th of a mile (528 feet) overshoot. A city not affected by an emergency should not have its residents’ receiving messages initiated by another impacted city or area.  |  |
| 1. The system must support County and city access to the IPAWS and all IPAW functionality, including WEA, EAS, and NWEM. Contractor must have demonstrable experience using the system being proposed to send messages to the Federal Emergency Management Agency’s (FEMA) IPAWS, using Common Alerting Protocol (CAP). System must be compliant with the Federal Emergency Management Agency (FEMA) IPAWS-OPEN v4.01 Web-Service Interface Design Guidance, dated June 29, 2022.
 |  |
| 1. The system must be able to geographically target messages to individuals using county-based Specific Area Message Encoding (SAME) and Geographical Information System (GIS) mapping. The system must include preset boundaries for:
2. Voice messages to hardline phones, mobile phones and VoIP phones
3. TTY/TDD messages to hardline phones with direct connection to teletypewriters (TTYs)
4. SMS text messages to mobile phones and enabled devices
5. Text messages to e-mail accounts, fax machines, text pagers, electronic variable (changeable) signs, and for website postings
6. Video messages to video-enabled wireless devices and e-mail
7. Emergency messages to activate and be broadcast on National Oceanic and Atmospheric Administration (NOAA) Weather Radios, the Emergency Alert System (EAS), and Google Alerts.
8. Publish automatically to Twitter, Facebook, and other social media platforms.
9. Set TDD/TTY as a global default
 |  |
| 1. The system must be capable of County-county relationships to send emergency notifications on the behalf of another county (separate digital certificates for IPAWS)
 |  |
| 1. **Communication Mechanisms**
 | -- |
| * + - * 1. The system must be capable of sending multiple notifications at the same time to the same or different recipients.
 |  |
| * + - * 1. The system must have the ability to simultaneously deliver/ publish multiple message formats, through multiple communication channels, to multiple contact devices. This includes, at a minimum:
1. Voice messages to hard line phones, mobile phones and VoIP phones
2. TTY/TDD messages to hard line phones with direct connection to teletypewriters (TTYs)
3. SMS text messages to mobile phones and enabled devices
4. Text messages to e-mail accounts, fax machines, text pagers, electronic variable (changeable) signs, and for website postings
5. Video messages to video-enabled wireless devices and e-mail
6. Emergency messages to activate and be broadcast on NOAA Weather Radios, the Emergency Alert System (EAS), and Google Alerts.
7. Messages that can be automatically posted to Twitter feeds, Facebook walls, and other social media platforms.
8. Set TDD/TTY as a global default.
 |  |
| 1. **Groups**
 |  |
| 1. The system must have the ability to create unlimited custom alerting groups. The system must have the ability to structure these alerting groups hierarchically, with sub-groups “nesting” into larger groups.
 |  |
| 1. The system must have the ability to provide each defined group with one or more “Group Administrators,” with privileges to:
2. Add, change, or delete individuals from the notification group.
3. Send messages to their group(s) and all sub-groups of their group(s)
 |  |
| 1. **Public Sign-up and Data**
 | -- |
| 1. The system must be hosted and managed by the Contractor on one or more sign-up webpage(s) to allow public users to create their own message recipient accounts.
2. The sign-up webpage(s) must be accessible, by following 508 (<http://www.section508.gov/>) and W3C (<http://www.w3.org/WAI/>) guidelines.
3. Sign-up pages must provide simple, online registration for community members.
4. The sign-up webpages(s) must allow public users to designate multiple contact devices to receive system messages.
5. The sign-up webpage(s) must allow public users to designate a communication medium/media for each contact device (voice message to phone, TTY/TDD message to phone, SMS text message to mobile phone, fax, VoIP, etc.)
6. The sign-up webpage must enable public users to designate multiple geographic “locations of interest” within Alameda County.
7. Public users must define “locations of interest” by providing a physical address.
8. “Locations of interest” must associate a public user’s communication devices with point(s) on a GIS map. This GIS map must be used by the message sender for preset or on-the-fly notification boundaries.
9. The sign-up webpage must enable public users to sign up for notification groups (groups will be defined during the implementation process) to receive event-specific, City- specific, or population-specific messages, for example:
10. Public user checks box for the “Berkeley Volunteer” group. Contact devices in his/her user profile will receive messages sent by City of Berkeley Volunteer Group administrator.
11. Public user checks box for “Red Flag Warning” group. Contact devices in his/her user profile will receive Red Flag Warning messages issued for Alameda County by the National Weather Service.
 |  |
| 1. The system must allow the public user to add multiple contact persons to each account, record, and/or geographic location.
 |  |
| 1. The system must be able to import/export contact lists and can remove multiple/duplicate contact entries.
 |  |
| 1. **Messages and Notifications**
 | -- |
| 1. The system must be able to initiate sessions, activate saved messages and create new message from iOS and Android mobile devices, as well as Windows and Mac desktop computers.
 |  |
| 1. The system must have the ability to create, save and send voice, text and video messages.
 |  |
| 1. The system must have the ability to record a voice message directly using a telephone.
 |  |
| 1. The system must be able to update third party websites
 |  |
| 1. The system must have the ability to enter a message in English-language text and have it converted to speech (i.e., “text-to-speech” conversion) for delivery to appropriate devices.
 |  |
| 1. The system must have the ability to send a voice message, a text message and a video message in a single notification to all recipients for delivery to appropriate devices.
 |  |
| 1. The system must be able to include attachments (drawings, maps, lists, etc.) to the e-mail notifications.
 |  |
| 1. The system must enable the message sender to select a subset of the available device types for delivery of a particular notification.
 |  |
| 1. The system must support the ability for administrators to manually add, edit, and delete message recipients from the system without Contractor intervention.
 |  |
| 1. The system must distinguish between when a live recipient is reached and when voicemail or an answering machine is reached, for voice calls.
2. If the recipient answers the phone, the system must enable him or her to press a button and have the message repeated.
3. If the call goes to voicemail, the system must have the ability to leave a message.
 |  |
| 1. The system must be able to schedule a notification for a future date and time delivery.
 |  |
| 1. The system must be able to restrict user access to send messages based on jurisdictional areas.
 |  |
| 1. The system must provide an encrypted Internet web-service application programming interface API with sender authentication by which the Emergency MNS can activate the system from any location with network access by providing an XML document containing an ordered list of U.S. telephone numbers, specific instructions for that individual activation and a message text. At least two (2) such gateways will be provided in different geographical areas and the Emergency MNS may connect to any of them independently.
 |  |
| 1. The system must provide a local number and an Alpha/Numeric Caller ID that will provide the agency name and number to the message recipient. The MNS must have the ability to set a unique call back number/reply to email address.
 |  |
| 1. The system must be capable of dynamic message throttling to control message volume during a large regional event when the phone system may be at high capacity.
 |  |
| 1. **Message Confirmations**
 | -- |
| 1. The system must enable message recipients to confirm a receipt of a message via:
2. Telephone key press
3. E-mail
4. SMS text message
 |  |
| 1. The system must enable the message sender to require phone call recipients to respond to the message using a telephone key press.
 |  |
| 1. Once a recipient has confirmed a message, the system must stop or quit all further attempts to send that notification to that individual.
 |  |
| 1. **Geographical Information System Based Notification**
 | -- |
| 1. The system must be compatible with the latest versions of ESRI ArcGIS and other GIS applications. System will be able to upload and export shapefiles, house a shapefile library of pre-designed shapes, and/or exclude a shape from message notifications. Please include other mapping capabilities you support.
 |  |
| 1. The system must be able to update quarterly (or better) to GIS programming.
 |  |
| 1. The system must be able to edit and save a geographic area for future notification.
 |  |
| 1. The system must be able to incorporate polygons from preexisting ESRI ArcGIS shape files (e.g. neighborhood boundaries). This capability must enable the message sender to quickly select a predefined geographic area for message delivery.
 |  |
| 1. The system must enable the message sender to view or hide predefined map layers.
 |  |
| 1. The system interactive map functions must include zoom in/out using zoom buttons and using movement north, south, east and west.
 |  |
| 1. The system must enable the message sender to search for a geographic area using GIS online maps using the following criteria:
2. Address
3. Streets/cross streets
4. Latitude/longitude
5. Jurisdictional name
6. Search criteria must not be case-sensitive.
 |  |
| 1. The system must enable the message sender to define the geographic area for message delivery on-the-fly, using:
2. Address point and a radius around that address, and
3. Complex polygon shapes, with the ability to resize, modify, rotate, and drag-and-drop selection area shape after initial drawing or placement.
 |  |
| 1. The system must be able to exclude individual addresses for GIS-based notifications not using WEA.
 |  |
| 1. The system must be able to add map layers and filler map layers by category (opt-ins, yellow pages, residents, etc.)
 |  |
| 1. **Reporting**
 | -- |
| 1. The system must provide a real-time notification tracking dashboard, which message senders can monitor.
 |  |
| 1. The systems, for each message sent, the dashboard must display and update the message delivery status across each medium.
 |  |
| 1. The system must allow Administrators to produce on-the-fly reports for both individual notifications and overall system usage without assistance from the Contractor.
 |  |
| 1. The system must be able to provide on-screen reports for all notifications. The report must include:
2. Success percentage and actual number (and “success” definition) for each contract pathway type.
3. Failures by percentage and actual number (define a failure, network error, busy signal, etc.)
4. Number each type of contact (e.g., landline, cellular, text, etc.).
5. Notification start and stop time.
6. Type of message or subject of message.
7. Size of the message.
8. Who initiated the message
9. For phone call: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.
 |  |
| 1. The system reports must include: Success percentage and actual number (and define what makes it a” success”), as well as failures by percentage and actual number (define a failure; network error, busy signal, etc.). Reports must include also the number of counts of each type of service (landline, cellular, text, etc.).
 |  |
| 1. The system reports must include start and stop time, type of message or subject of message, size of the message, success of each service type, who initiated the message
 |  |
| 1. The system reports must include at a minimum: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.
 |  |
| 1. The system must provide message tracking and time stamp database storage of sent messages for reporting.
 |  |
| 1. **Security**
 | -- |
| 1. The system co-location facilities must be housed in physically secure locations.
 |  |
| 1. The system must utilize industry security standards to prevent inappropriate messages and maintain user data privacy. Standards include login/password authentication for message recipients and system users
 |  |
| 1. The system must use industry best practices for data encryption when transmitting sensitive data over the Internet
 |  |
| 1. All personal and confidential data must be encrypted in the database following industry standard best practices
 |  |

 **Exhibit D**

**System Requirements**

**Unified Countywide Mass Notification System**

Each bidder must address the items listed in Exhibit D – System Requirements on a separate sheet of paper in their bid response. The system requirement must be included before the answer. For each system requirement, you should provide a full answer. Do not refer to other sections of your proposal, however if the question was answered in a previous question of a subsection, please note where specifically and elaborate as applicable; otherwise include the applicable information in the response to the question.

For purpose of this RFP, the County has defined the following “positions’” related to system usage:

* System Administrators: Positions responsible for all technical and non-technical aspects of system integration and management (group structure and membership, contact information and scenario/canned message development).
* Group Administrators: Positions responsible for membership and contact information for a particular group, which can send messages to their group and its sub-groups.
* Message Senders: Positions responsible for using the system to send messages, but without control over group structure, membership or contact information management.
* Public Users: Members of the public or County/City employees who will receive messages through the system. These individuals will have control over their own contact information and in some cases, over their membership in particular groups.

**General Functions**

1. Requirements of the MNS include, but are not limited to, the following:
	* + - 1. System must be capable of sending alerts and notifications (SMS, email, push notifications, desktop, TTY, Mobile/landline phones, WEA, EAS, and NWEM alerts) to devices and addresses within:

(a) Individual evacuation zones,

(b) The geographic boundaries of any of the Alameda County 14 cities, and/or subdivisions of the cities,

(c) The Alameda County unincorporated areas, and/or

(d) The entire Alameda County boundary, including all cities and unincorporated areas.

* 1. The system must be designed specifically to facilitate mass notification distribution using a SaaS model.

c. System must enable message senders to initiate a notification:

(a) On any computer via desktop, laptop, smartphone, tablet, app, etc., using a standard browser (such as, but not limited to; Firefox, Safari, Chrome, Android, Apple, MS Edge, etc.) through a secure SSL website, and

(b) Remotely through a mobile phone app, and

(c) Remotely through a phone call to a Contractor-run service center.

d. The system must be capable of text-to-speech, accepting and distributing Application Programming Interface (API)- provided messages of up to three (3) minutes audio duration in text or audio files, as well as SMS messages and e-mails with attachments.

e. The system upgrades and enhancements must be managed by the Contractor and provided at no additional cost.

f. The system must have the ability to initiate and deliver notifications 24x7 with AT LEAST 99.99% uptime.

g. The system must be redundant, with no single points of failure within the Contractor’s infrastructure. The system must have backup, fail-safe redundancy if a regional earthquake, terrorism event, or other disaster should overwhelm or incapacitate the power, phone, or internet systems in the Bay Area. Contractor must describe their redundant capability to provide messaging to the Alameda County Public in such circumstances.

h. The system must be a multiple agency environment without any limits to the number of messages senders, public users, system administrators and/or group administrators who may simultaneously access the system. Each agency will have its own access and permissions.

i. The system must comply with the Americans with Disabilities Act (ADA) to the extent feasible with currently available technology. In particular, the system must provide sign-up and messaging services to individuals who are deaf or have a speech disability which are functionally equivalent to the services available to individuals who are not deaf or do not have a speech disability.

j. The system has the ability to deliver notifications, alerts, and warnings in Access and Functional Needs (AFN) accessible formats.

k. The systems activations must not require Contractor intervention, such as an operator.

l. The system must enable community members to opt in or out of any custom notification programs the County or Cities would like to offer to their citizens

**IPAWS, etc.**

IPAWS and WEA Messaging must be able to deliver emergency messages and notifications from any of our 14 Cities or from Alameda County to each of the boundaries listed above without the messages or notifications “bleeding over” into non-impacted jurisdictions. Messaging must be delivered with enhanced geo-targeting reaching 100 percent of the targeted area with no more than 1/10th of a mile (528 feet) overshoot. A city not affected by an emergency should not have its residents’ receiving messages initiated by another impacted city or area.

* 1. The system must support County and city access to the IPAWS and all IPAW functionality, including WEA, EAS, and NWEM. Contractor must have demonstrable experience using the system being proposed to send messages to the Federal Emergency Management Agency’s (FEMA) IPAWS, using Common Alerting Protocol (CAP). System must be compliant with the Federal Emergency Management Agency (FEMA) IPAWS-OPEN v4.01 Web-Service Interface Design Guidance, dated June 29, 2022.
	2. The system must be able to geographically target messages to individuals using county-based Specific Area Message Encoding (SAME) and Geographical Information System (GIS) mapping. The system must include preset boundaries for:
1. The entire Alameda County Boundary, and
2. Each Alameda County City, and/or subdivisions; and
3. Alameda County Unincorporated Areas.
	1. The system must be capable of County-county relationships to send emergency notifications on the behalf of another county (separate digital certificates for IPAWS).

**Communication Mechanisms**

1. The system must be capable of sending multiple notifications at the same time to the same or different recipients.
2. The system must have the ability to simultaneously deliver/ publish multiple message formats, through multiple communication channels, to multiple contact devices. This includes, at a minimum:
3. Voice messages to hardline phones, mobile phones and VoIP phones
4. TTY/TDD messages to hardline phones with direct connection to teletypewriters (TTYs)
5. SMS text messages to mobile phones and enabled devices
6. Text messages to e-mail accounts, fax machines, text pagers, electronic variable (changeable) signs, and for website postings
7. Video messages to video-enabled wireless devices and e-mail
8. Emergency messages to activate and be broadcast on National Oceanic and Atmospheric Administration (NOAA) Weather Radios, the Emergency Alert System (EAS), and Google Alerts.
9. Publish automatically to Twitter, Facebook, and other social media platforms.
10. Set TDD/TTY as a global default.

**Groups**

1. The system must have the ability to create unlimited custom alerting groups. The system must have the ability to structure these alerting groups hierarchically, with sub-groups. “nesting” into larger groups.
2. The system must have the ability to provide each defined group with one or more “Group Administrators,” with privileges to:
3. Add, change, or delete individuals from the notification group.
4. Send messages to their group(s) and all sub-groups of their group(s)

**Public Sign-up and Data**

1. The system must be hosted and managed by the Contractor on one or more sign-up webpage(s) to allow public users to create their own message recipient accounts.
2. The sign-up webpage(s) must be accessible, by following 508 (<http://www.section508.gov/>) and W3C (<http://www.w3.org/WAI/>) guidelines.
3. Sign-up pages must provide simple, online registration for community members.
4. The sign-up webpages(s) must allow public users to designate multiple contact devices to receive system messages.
5. The sign-up webpage(s) must allow public users to designate a communication medium/media for each contact device (voice message to phone, TTY/TDD message to phone, SMS text message to mobile phone, fax, VoIP, etc.)
6. The sign-up webpage must enable public users to designate multiple geographic “locations of interest” within Alameda County.
7. Public users must define “locations of interest” by providing a physical address.
8. “Locations of interest” must associate a public user’s communication devices with point(s) on a GIS map. This GIS map must be used by the message sender for preset or on-the-fly notification boundaries.
9. The sign-up webpage must enable public users to sign up for notification groups (groups will be defined during the implementation process) to receive event-specific, City- specific, or population-specific messages, for example:
10. Public user checks box for the “Berkeley Volunteer” group. Contact devices in his/her user profile will receive messages sent by City of Berkeley Volunteer Group administrator.
11. Public user checks box for “Red Flag Warning” group. Contact devices in his/her user profile will receive Red Flag Warning messages issued for Alameda County by the National Weather Service.
12. The system must allow the public user to add multiple contact persons to each account, record, and/or geographic location.
13. The system must be able to import/export contact lists and can remove multiple/duplicate contact entries.

**Messages and Notifications**

1. The system must be able to initiate sessions, activate saved messages and create new message from iOS and Android mobile devices, as well as Windows and Mac desktop computers.
2. The system must have the ability to create, save and send voice, text and video messages.
3. The system must have the ability to record a voice message directly using a telephone.
4. The system must be able to update third party websites.
5. The system must have the ability to enter a message in English-language text and have it converted to speech (i.e., “text-to-speech” conversion) for delivery to appropriate devices.
6. The system must have the ability to send a voice message, a text message, and a video message in a single notification to all recipients for delivery to appropriate devices.
7. The system must be able to include attachments (drawings, images, maps, lists, etc.) to notifications.
8. The system must enable the message sender to select a subset of the available device types for delivery of a particular notification.
9. The system must support the ability for administrators to manually add, edit, and delete messages and recipients from the system without Contractor intervention.
10. The system must distinguish between when a live recipient is reached and when voicemail or an answering machine is reached, for voice calls.
11. If the recipient answers the phone, the system must enable him or her to press a button and have the message repeated.
12. If the call goes to voicemail, the system must have the ability to leave a message.
13. The system must be able to schedule a notification for a future date and time delivery.
14. The system must be able to restrict user access to send messages based on jurisdictional areas.
15. The system must provide an encrypted Internet web-service application programming interface API with sender authentication by which the Emergency MNS can activate the system from any location with network access by providing an XML document containing an ordered list of U.S. telephone numbers, specific instructions for that individual activation and a message text. At least two (2) such gateways will be provided in different geographical areas and the Emergency MNS may connect to any of them independently.
16. The system must provide a local number and an Alpha/Numeric Caller ID that will provide the agency name and number to the message recipient. The MNS must have the ability to set a unique call back number/reply to email address.
17. The system must be capable of dynamic message throttling to control message volume during a large regional event when the phone system may be at high capacity.

**Message Confirmations**

1. The system must enable message recipients to confirm a receipt of a message via:
2. Telephone key press
3. E-mail
4. SMS text message
5. The system must enable the message sender to require phone call recipients to respond to the message using a telephone key press.
6. The system must stop or quit all further attempts to send that notification to that individual, once a recipient has confirmed a message.

**Geographic Information System (GIS) Based Notification**

1. The system must be compatible with the latest versions of ESRI ArcGIS and other GIS applications. System will be able to upload and export shapefiles, house a shapefile library of pre-designed shapes, and/or exclude a shape from message notifications. Please include other mapping capabilities you support.
2. The system must be able to update quarterly (or better) to GIS programming.
3. The system must be able to edit and save a geographic area for future notification.
4. The system must be able to incorporate polygons from preexisting ESRI ArcGIS shape files (e.g. neighborhood boundaries). This capability must enable the message sender to quickly select a predefined geographic area for message delivery.
5. The system must enable the message sender to view or hide predefined map layers.
6. The system interactive map functions must include zoom in/out using zoom buttons and using movement north, south, east and west.
7. The system must enable the message sender to search for a geographic area using GIS online maps using the following criteria:
8. Address
9. Streets/cross streets
10. Latitude/longitude
11. Jurisdictional name
12. Search criteria must not be case-sensitive.
13. The system must enable the message sender to define the geographic area for message delivery on-the-fly, using:
14. Address point and a radius around that address, and
15. Complex polygon shapes, with the ability to resize, modify, rotate, and drag-and-drop selection area shape after initial drawing or placement.
16. The system must be able to exclude individual addresses for GIS-based notifications not using WEA.
17. The system must be able to add map layers and filler map layers by category (opt-ins, yellow pages, residents, etc.)

**Reporting**

1. The system must provide a real-time notification tracking dashboard, which message senders can monitor.
2. The system, for each message sent, the dashboard must display and update the message delivery status across each medium.
3. The system must allow Administrators to produce on-the-fly reports for both individual notifications and overall system usage without assistance from the Contractor.
4. The system must be able to provide on-screen reports for all notifications. The report must include:
5. Success percentage and actual number (and “success” definition) for each contract pathway type.
6. Failures by percentage and actual number (define a failure, network error, busy signal, etc.)
7. Number each type of contact (e.g., landline, cellular, text, etc.).
8. Notification start and stop time.
9. Type of message or subject of message.
10. Size of the message.
11. Who initiated the message.
12. For phone call: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.
13. The system reports must include: Success percentage and actual number (and define what makes it a” success”), as well as failures by percentage and actual number (define a failure; network error, busy signal, etc.). Reports must include also the number of counts of each type of service (landline, cellular, text, etc.).
14. The system reports must include start and stop time, type of message or subject of message, size of the message, success of each service type, who initiated the message.
15. The system reports must include at a minimum: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.
16. The system must provide message tracking and time stamp database storage of sent messages for reporting.

**Security**

1. The system co-location facilities must be housed in physically secure locations.
2. The system must utilize industry security standards to prevent inappropriate messages and maintain user data privacy. Standards include login/password authentication for message recipients and system users.
3. The system must use industry best practices for data encryption when transmitting sensitive data over the Internet.
4. All personal and confidential data must be encrypted in the database following industry standard best practices.