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

 **ONLINE BIDDING PROCESS**

* Bid pricing must be submitted online through Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org/).
* The following pages require signatures and must be scanned and uploaded to Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org/):
1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#_BIDDER_INFORMATION) page
	1. [Must be signed by Bidder](#_BIDDER_ACCEPTANCE)
2. Exhibit A – Bid Response Packet, [SLEB Information Sheet](#SLEB_Info_Sheet)
	1. [Must be signed by Bidder](#Prime_Bidder_Signature)
	2. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.

COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 901995

**for**

**FORENSIC PATHOLOGY SERVICES**

|  |
| --- |
| **For complete information regarding this project, see** **RFQ posted at** [**http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp**](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) **or contact the County representative listed below. Thank you for your interest!** **Contact Person: Yulia Kukuyuk, Procurement & Contracts Specialist****Phone Number: (510) 208-9615****E-mail Address:** **yulia.kukuyuk@acgov.org** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**May 21, 2021**

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.

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

# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 901995

FORENSIC PATHOLOGY SERVICES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **March 12, 2021** |
| **Networking/Bidders Conference** | ***TO BE DETERMINED AS NEEDED*** |
| **Written Questions Due via Email:****yulia.kukuyuk@acgov.org** | **March 29, 2021 by 5:00 p.m.**  |
| **Q&A Issued** | **April 26, 2021** |
| **Addendum Issued**  | **April 26, 2021** |
| **Response Due and Submitted Through**[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **May 21, 2021 by 2:00 p.m.** |
| **Evaluation Period** | **May 21, 2021 – June 21, 2021** |
| **Notice of Intent to Award Issued** | **June 22, 2021** |
| **Board Consideration Award Date** | **August 3, 2021** |
| **Contract Start Date** | **September 1, 2021** |

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

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, March 17, 202110:30 a.m. – 11:30 a.m.[Join Microsoft Teams Meeting](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)+1 415-915-3950   Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S*** ***PROCUREMENT TEAM!***This is a public event where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. |

COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. 901995

SPECIFICATIONS, TERMS & CONDITIONS

 for

FORENSIC PATHOLOGY SERVICES

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# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe forensic pathology services being requested by the Alameda County Sheriff’s Office.

The County intends to award a three (3) year contract (with option to renew for two (2) years) to a pool of qualified individuals or service organization who are, or provide, California State licensed medical doctors specializing in forensic pathology. The County currently plans to enter into additional independent Contractor service agreements for these services.

## BACKGROUND

The offices of the Coroner came under the authority of the Sheriff in 1989. As a result, Sheriff Gregory J. Ahern is the County Coroner serving the needs of the entire County. Any reference herein to the County Coroner shall be intended to include his designee(s).

The mission of the Alameda County Sheriff’s Office (ACSO) Coroner’s Bureau is to serve and protect the interests of the community by determining the cause, circumstances and manner of sudden or unexplained deaths, and to identify deceased persons and notify their next of kin, regardless of where they may live in the world, while ensuring the deceased and their property are treated with the utmost respect and dignity. ACSO accomplishes this mission through the use of peace officer investigators, forensically trained pathologists and consultants, and other scientific methods of inquiry. ACSO serves as an independent finder of fact in a search for the truth. The Coroner’s investigation and conclusions strive to provide a balance to the scales of justice and seek resolution to medical mysteries.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
			1. Bidder shall have at least one (1) year of experience in the practice of forensic pathology (or medicolegal death investigations, etc). A forensic pathology fellowship can count toward this requirement.
			2. Bidder shall hold a current and valid license to practice medicine issued by the Medical Board of California or the Osteopathic Medical Board of California.
			3. Bidder shall be certified in anatomic and forensic pathology by the American Board of Pathology.
			4. Bidder shall have completed a training program in anatomic pathology accredited for the Accreditation Council for Graduate Medical Education (ACGME) or equivalent.
			5. Bidder shall have completed an ACGME accredited Forensic Pathology fellowship or have had at least one year of supervised training under the supervision of a forensic pathologist certified by the American Board of Pathology (or an international equivalent).
			6. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ.

## SPECIFIC REQUIREMENTS

1. Contractor shall:
	* + 1. Perform such services in a professional manner subject to the general administration, direction, and assignment to the Chief Forensic Pathologist who serves as the primary medical advisor to the Sheriff-Coroner.
			2. Notify the County Coroner of any changes in a physician’s certification within twenty-four (24) hours of any change.
			3. Perform autopsies or examinations, when requested by the County Coroner, for the purpose of investigating and determining the cause of death.

Professional services are defined as follows:

1. Record Review:
	1. Review of investigative narrative and/or medical records for non-removal cases (cases where decedents are not brought to office for examination); and
	2. Review of prior coroner cases and/or additional investigative information that were performed by another pathologist at the request of the Coroner.
2. Inspection/External Examination with report (Autopsy Protocol):
	1. External examination of the body; and
	2. Collection of bodily fluids.
3. Limited Autopsy:
	1. Any incision into a targeted area of the body to examine tissue for diagnostic purposes and/or to recover evidence; and
	2. If histology exceeds 9 slides, additional payment pursuant to Histology premium rate (see line item in the Bid Form in Exhibit A – Bid Reponse Packet).
4. Full Autopsy:
	1. External examination and internal examination of the head, neck, chest, abdomen, pelvis, and extremities, when present; and
	2. If histology exceeds 9 slides, additional payment pursuant to Histology premium rate (see line item in the Bid Form in Exhibit A – Bid Reponse Packet).
5. Complex Autopsy:
	1. Sudden unexpected death in infants or children;
	2. Multiple (>5) gunshot wound trajectories (one entrance or re-entry to an exit or point of lodgment);
	3. Multiple (>5) stabbed/incised wounds;
	4. Complex asphyxial mechanism associated with additional inflicted injuries (Such as blunt injuries and/or sexual assault);
	5. Custody related deaths: Deaths due to or suspected to be from the direct involvement of a law enforcement activity requiring extra work up and/or additional evaluation;
	6. Elder abuse or neglect;
	7. Child abuse or neglect;
	8. Instances not enumerated above but defined as complex by the Coroner or designee; and
	9. Additional Complexities: Any subsequent full day of work on a complex case that has already had a full day of work, with approval.
6. Scene Response:
	1. Respond to death scenes and provide consultation to the County Coroner when requested by same.
	2. Communicate with coroner staff and local hospitals to review requests for organ donation and/or oversee organ recovery, if instructed to do so by the County Coroner. In the event the Contractor is required by the County to physically respond to examine a potential donor, Contractor shall be compensated based on the Scene Response Rate (see line item in the Bid Form in Exhibit A – Bid Reponse Packet).
7. When requested by the County Coroner, perform autopsies in compliance with all California laws including Government Code §27491, 27520 through §27521.1.
8. Provide the Coroner with a signed and dated statement of the medical cause of death in all cases requested of Contractor by the County Coroner.
9. For all cases submitted to the Contractor for determination of the cause of death, Contractor shall provide the County Coroner with the cause of death within two (2) weeks of submission of the case to Contractor, or a reason why the cause of death has been deferred. Contractor shall provide regularly scheduled updates on all deferred cause of death determinations on a schedule to be determined by the County.
10. Provide services during working hours established by the County Coroner or Chief Forensic Pathologist, and provide adequate and complete services in keeping with the public need, legislative mandates and accrediting professional standards that the County has adopted.
11. Provide consultation and recommendations to the County Coroner or Chief Forensic Pathologist with regard to additional services, deemed necessary to determine a cause of death and/or the identification of a decedent. Such recommendations should include, but not be limited to, toxicology, bacteriology or immunohistochemistry studies, x-rays, odontology, anthropology, or any other ancillary service needed to determine a cause of death and/or identification of a decedent.
12. Be available for consultation over and above the written report when requested by the County Coroner with respect to samples submitted and/or manner of death.
13. Perform autopsies and generate autopsy reports in compliance with National Association of Medical Examiners (NAME) Forensic Autopsy Performance Standards and NAME Inspection and Accreditation Checklist, and in compliance with directives provided by the Chief Forensic Pathologist.
14. Complete autopsy reports within 60 calendar days from the time of autopsy, unless prevented by ancillary testing, consultation, investigative information, etc. Coroner’s Bureau staff reserve the right to request explanation for delays.
15. Make an audio recording or submit an electronic written report, commonly referred to as an “autopsy protocol” of each autopsy Contractor performs.
16. Take written notes for each autopsy that, along with the review of photographs and other records, could be used as a basis for report generation if dictation system fails, dictated tapes become lost or damaged, and/or the autopsy report draft is lost. Such notes shall be retained in the case file.
17. Use the standard autopsy report template provided by the Alameda County Coroner’s Bureau (ACCB).
18. At a minimum, autopsy reports must include the following components:
	* + - 1. Cause of death statement;
				2. Listing of diagnoses or summary of case findings;
				3. Opinions regarding cause of death;
19. Description of external and internal findings;
20. External and internal evidence of injury;
21. Review of organ systems;
22. A written list/catalog of histology sections taken (when appropriate for the case), designating the organ or anatomic site from which the section was obtained; and
23. Diagnoses or conclusions arrived at by microscopic examination included in the list of diagnoses, summary of case findings, opinion section, or microscopic evaluation section.
24. Document pertinent external and internal findings photographically.
25. Document pertinent findings in suspected homicides photographically.
26. Collect and label and/or direct the collection and labeling of all specimens, and maintain a record which clearly documents the name, date, and time that any person handles, inspects, analyzes, stores, or transports biological samples, microscopic slides, x-rays or evidence which are under the Contractor’s care and custody from the time biological samples, microscopic slides, x-rays, or evidence are removed from the possession of the County Coroner until they are returned to the County Coroner.
27. Keep information related to each decedent in strict confidence, and not publish, reproduce, or otherwise divulge any information in any form, in whole or in part, or authorize or permit others to do so, taking such measures as are necessary to restrict access to information to only those individuals who must have this information, and to promptly inform the County Coroner of any such breach of confidence. This requirement is not intended to prohibit Contractor from communicating with individuals with whom it may be necessary to perform the contracted services, including discussing specific cases in consultation with professional colleagues, decedent family members, law enforcement, or witnesses.
28. Subject to state and federal law and regulations and to the extent that such communications would not risk compromising any ongoing investigation by the County Coroner, district attorney, or any other law enforcement agency, this subsection does not limit or prohibit Contractor’s ability to discuss findings with civil or criminal defense attorneys (including their staff and retained consultants) who have authorization from the decedent’s legal next of kin or who have obtained a valid court order; law enforcement agencies; decedent family members; insurance companies; or treatment personnel including physicians, nurses, emergency service workers, organ and tissue procurement agencies, mortality review committees, public health and safety agencies.
29. Be permitted to publish de-identified medical findings including photographs in professional journals or scholarly forums according to current laws and policies.
30. Attend the following meetings if requested to do so by the County Coroner:
	1. Manner of Death Committee to be conducted by the County Coroner;
	2. Child Death Review Committee to be conducted by the County;
	3. Domestic Violence Review Committee to be conducted by the County; and
	4. Other meetings as may be deemed appropriate by the County Coroner.
31. Participate in the Quality Assurance Program as directed by the Chief Forensic Pathologist.
32. Consult on any County Coroner’s case as may be requested by the County Coroner. Any work performed under this section will be paid pursuant to Record Review to be negotiated.
33. Contractor may be required to respond “as needed” to incidents, such as mass fatalities, which fall outside the Contractor’s normal work schedule.
34. In submitting for payment, Contractor shall specify the type of service performed (as defined in section 1. d and include a brief notation on the invoice to explain the scope of work in complex cases or histology premium. If additional work and associated payment are necessary for a case that has already been invoiced, justification for the additional charges shall be noted on the invoice.
35. The unit commander, or his or her designee, will review for approval the forensic pathologists’ invoices. If he or she is unclear or disagrees with a complex case charge, then that particular invoice entry will be returned to the forensic pathologist for clarification. The clarification will be in form such as writing or email. If despite the clarification, the unit commander, or his or her designee, still does not approve the complex case charge as justified, then that decision is final.
36. County shall:

Provide, at no expense to Contractor, all equipment, facilities, supplies, and personnel which the County Coroner and Contractor reasonably agree are needed for Contractor(s) to fulfill their obligations under this agreement. Additionally, when needed, X-rays will be taken by the County Coroner’s staff and accompany case files.

Transcribe into typewritten form Contractor’s audio recordings of each autopsy Contractor performs, if dictation services are used, including autopsy report pickup and delivery as needed.

Retain control of all biological samples, microscopic slides, x-rays or evidence taken during an autopsy. Pick up and analysis of all specimens will be the responsibility of the County Coroner’s staff.

The County Coroner shall retain records according to County retention policies.

## DELIVERABLES / REPORTS

* + 1. Invoicing Procedures:
			1. In submitting for invoice, Contractor shall specify the type of service performed (as defined in section 1. d) and include a brief notation on the invoice to explain the scope of work in complex cases or histology premium. If additional work and associated payment are necessary for a case that has already been invoiced, justification for the additional charges shall be noted on the invoice.
			2. Invoices shall not be submitted until completion and final approval of the autopsy report (protocol).
			3. The unit commander, or his or her designee, will review for approval the forensic pathologists’ invoices. If he or she is unclear or disagrees with a complex case charge, then that particular invoice entry will be returned to the forensic pathologist for clarification. The clarification will be in written form (i.e., emails, fax, letter, etc). If despite the clarification, the unit commander, or his or her designee, still does not approve the complex case charge as justified, then that decision is final.

## NETWORKING / BIDDERS CONFERENCES

* + 1. The bidders conference will be held if needed to:
			1. Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
			2. Provide the County with an opportunity to receive feedback regarding the project and RFQ.
			3. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFQ.
		2. The list of bidder conference attendees and vendor outreach will be released in a separate document.
		3. Only written questions submitted via email by the stated deadline will be addressed in an RFQ Question and Answer (Q&A) following the networking/Bidders conference(s). Should there be a need to amend or revise the RFQ, an addendum will be issued following the Networking/Bidders Conferences. The Q&A and Addendum are the final stance of the County.
		4. All questions regarding these specifications, terms and conditions are to be submitted in writing via e-mail by 5:00 p.m. on March 29, 2021 to:

Yulia Kukuyuk, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: Yulia.Kukuyuk@acgov.org

Phone: (510) 208-9615

* + 1. Potential Bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## CONTRACT EVALUATION AND ASSESSMENT

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

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

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

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

## NOTICE OF INTENT TO AWARD

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

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

* + - 1. The name of the Bidder being recommended for contract award; and
			2. The names of all other parties that submitted proposals.
		1. At the conclusion of the RFQ response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
		2. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

## Bid Protest/Appeals Process

GSA-Procurement prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any bid protest by any Bidder regarding any other Bid must be submitted in writing to the County’s GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Fax: (510) 208-9720, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
			1. The bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
			4. The County Agency/Department will notify all Bidders of the protest as soon as possible.
		2. Upon receipt of the written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date.

		The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Bidder whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.
		3. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
			1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
			2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the bid or, where appropriate, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
			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 decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
		4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.
		5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this RFQ, will be three (3) years.
		2. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

## QUANTITIES

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

## PRICING

* + 1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
		2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
		3. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
		4. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
		5. Price quotes shall include any and all payment incentives available to the County.
		6. Bidders are advised that 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.
		7. 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.
		8. Labor Compliance:  Must have user department identify if the craft falls under the prevailing wage requirement. Seek assistance from County Counsel if needed. Please reach out to OAP for additional requirements for Consturction Services.
			1. This is public works project and is subject to monitoring by the Department of Industrial Relations (DIR). All Contractors performing work on Public Works projects are required to be registered with the DIR. Valid DIR registration numbers for your firm and any lower tier subcontractors you may hire to accomplish your portion of work must be supplied with your proposal. The Contractor and all subcontractors under the Contractor shall pay all workers on all work performed pursuant to this contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations (DIR), State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or at [www.dir.ca.gov](http://www.dir.ca.gov).
			2. All public works contracts valued at $30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all Contractors and subcontractors on a project, even if their part of the project is less than $30,000.

## AWARD

* + 1. The award will be made to the lowest responsible Bidders who meet the requirements of these specifications, terms and conditions.
		2. Awards may also be made to the subsequent lowest responsible Bidders who will be considered the Back‑up Contractors and who will be called in ascending order of amount of their quotation.
		3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.

As a result of the County’s commitment to advance the economic opportunities of these businesses, **Bidders must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

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

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 621111

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

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

* + 1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
		2. Any proposal/bids 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 has the right to decline to award this contract or any part thereof for any reason.
		5. Board approval to award a contract is required.
		6. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
		7. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

* + 1. The RFQ specifications, terms, conditions and Exhibits, RFQ 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 RFQ.

## METHOD OF ORDERING

* + 1. A written PO and signed Standard Agreement contract will be issued upon Board approval.
		2. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
		3. POs and payments for products and/or services will be issued only in the name of Contractor.
		4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
		5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
		2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
		3. County shall notify Contractor of any adjustments required to invoice.
		4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
		5. Contractor shall utilize standardized invoice upon request.
		6. Invoices shall only be issued by the Contractor who is awarded a contract.
		7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
		8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFQ and any contract which may arise pursuant to this RFQ.
		2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products and/or services offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
		3. Contractor account manager shall be familiar with County requirements and standards and work with the Sheriff’s Office-Coroners’ Bureau to ensure that established standards are adhered to.
		4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

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.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded.

Contact Information for this RFQ:

Yulia Kukuyuk, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: Yulia.Kukuyuk@acgov.org

Phone: (510) 208-9615

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp> to view current contracting opportunities.

## SUBMITTAL OF BIDS

* + 1. All bids must be completed and successfully uploaded through Alameda County EZSourcing Supplier Portal BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County EZSourcing Supplier Portal shall not extend the due date and time.
		2. Bidders **must** submit an electronic copy of their proposal and must be in a single file (PDF with Optical Character Recognition (OCR) preferred). Proposal shall include Exhibit A – Bid Response Packet, including additional required documentation.
		3. Bidders **must** submit pricing on the Excel Spreadsheet – Bid Form in EZSourcing Supplier Portal.
		4. No email (electronic) or facsimile bids will be considered.
		5. All costs required for the preparation and submission of a bid shall be borne by Bidder.
		6. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
		7. All other information regarding the bid responses will be held as confidential until such time as the General Services Agency has completed its evaluation, a recommended award has been made by the General Services Agency, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project.  In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
		8. Each bid received, with the name of the Bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
		9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
		10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
		11. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
		12. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
		13. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

## RESPONSE FORMAT

* + 1. Bid responses must be submitted online through Alameda County EZSourcing Supplier Portal.
		2. Bid responses are to be straightforward, clear, concise and specific to the information requested.
		3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
		4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFQ may be subject to public disclosure.  County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* **As described in the submittal of bids section of this** **RFQ, Bidders must submit an electronic copy of the bid in PDF (with OCR preferred). The electronic copy must have all appropriate pages signed (**✍**).**
* **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 Bidder must be submitted with such pages or items clearly marked “N/A” or the bid may be disqualified as incomplete.**
* **Bidders shall not modify the Bid Response Packet or any other County-provided document unless instructed to do so. Modifications Bidders are instructed to make include:**
	+ **On the cover page of the Bid Response Packet, Bidders must replace the information in BLUE font (name of Bidder organization, primary contact name, etc.).**
* **Bidder must quote price(s) as specified in the RFQ, including any addendums, and as specified in the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **event.**
* **Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.**
* **If a Bidder is making any clarifications, or taking exception to policies or specifications of this RFQ, these must be submitted in the *Exceptions and Clarifications* form of the Bid Response Packet in order for the bid response to be considered complete.**

 **Date of Submission**

**Name of Bidding Organization**

**Primary Contact Name**

**Primary Contact Title**

**Address 1**

**Address 2**

**City, State Zip Code**

**Phone Number**

**Email Address**

### BID RESPONSE PACKET

RFQ No. 901995

FORENSIC PATHOLOGY SERVICES

#### BIDDER INFORMATION

Official Name of Bidder:

Street Address Line 1:

Street Address Line 2:

City:  State:  Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

 [ ]  Corporation [ ]  Joint Venture

 [ ]  Limited Liability Partnership [ ]  Partnership

 [ ]  Limited Liability Corporation [ ]  Non-Profit / Church

 [ ]  Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Alameda County Supplier Identification Numuber (if applicable):

DIR Contractor Registration Number:

Primary Contact Information:

Name / Title:

Telephone Number:  Alternate Number:

E-mail Address:

#### BIDDER ACCEPTANCE

1. The undersigned declares and agrees that the Bid Documents, including, without limitation, the RFQ, Q&A, Addenda, and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFQ No. 901995 – Forensic Pathology Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, general County requirements, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
* [**Debarment / Suspension Policy**](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]

* [**Iran Contracting Act (ICA) of 2010**](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]

* [**General Environmental Requirements**](http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm)

<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>

* **Small Local Emerging Business Program**

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

* [**First Source**](http://www.acgov.org/gsa/departments/purchasing/policy/first.htm)

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

* [**Online Contract Compliance System**](http://www.acgov.org/gsa/departments/purchasing/policy/compliance.htm)

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

* [**General Requirements**](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ.
2. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
4. The undersigned acknowledges ***ONE*** of the following (please check only one box):

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

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

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

* Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
* Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

**SIGNATURE:** ✍

Name/Title of Authorized Signer:

Dated this  day of  20

#### TABLE OF CONTENTS

**Instructions**: Bidder shall remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.

#### LETTER OF TRANSMITTAL

**Instructions**: Bidder shall remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Bidder’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

**Maximum Length**: 2 pages

#### BID FORM

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

**COST SHALL BE SUBMITTED AS REQUESTED ON THE EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes (excluding sales and use tax) and all other charges, including travel expenses, and is the maximum cost the County will pay for the term of any contract that is a result of this RFQ.

Quantities listed on Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **Excel Bid Form** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

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.

#### DESCRIPTION OF PROPOSED SERVICES

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Description of Proposed Services**.

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

1. At minimum, the Bidder must include the following details: Explain any special resources, procedures, or approaches that make the services of Bidder particularly advantageous to the County.
2. Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFQ. (Please note any requests for exceptions or clarifications MUST be identified on Exceptions and Clarification form below and 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**: none

**TABLE OF KEY PERSONNEL**

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Table of Key Personnel**. The table shall include all key personnel associated with the RFQ.

This table must include all key personnel who will provide services to the County, including collaborating partners. The table must 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 including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address;
3. The role that the person will play in connection with the RFQ;
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

**Maximum** **Length**: There is no limit to the table.

#### REFERENCES

**Instructions**: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of five (5) references. References must be satisfactory as deemed solely by County. Services or goods provided by Bidder to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Bidders must 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 Bidders submission.

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 of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

**REFERENCES**

RFQ No. 901995 – Forensic Pathology Services

Bidder Name:

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

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

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

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

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

#### EXCEPTIONS AND CLARIFICATIONS

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

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

**EXCEPTIONS AND CLARIFICATIONS**

RFQ No. 901995 – Forensic Pathology Services

Bidder Name:

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

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

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

#### SLEB INFORMATION SHEET

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

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

* For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy - Ratha Chuon, ratha.chuon@acgov.org, (510) 208-9617.
* For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.

SMALL LOCAL EMERGING BUSINESS (SLEB)

INFORMATION SHEET

**RFQ No. 901995 – Forensic Pathology Services**

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

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

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

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

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

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

**OR**

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

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

Bidder Printed Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

##### Bidder Signature: ✍ Date:

#### CREDENTIALS

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidders are to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFQ.

Please provide the following certifications:

* + - 1. Physician Certification issued by the Medical Board of California or the Osteopathic Medical Board of California.
			2. Certification in anatomic and forensic pathology issued by the American Board of Pathology.
			3. Completion of a training program in anatomic pathology accredited for the Accreditation Council for Graduate Medical Education (ACGME) or equivalent.
			4. Completion of an ACGME accredited Forensic Pathology fellowship or at least one year of supervised training under the supervision of a forensic pathologist certified by the American Board of Pathology (or an international equivalent)

##### INSURANCE REQUIREMENTS

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

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

see next page for county of alameda

minimum insurance requirements

