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

- The format of this RFP has been simplified.
- Only the following pages require signatures:
  - Exhibit A Bid Response Packet, <u>Bidder Information</u> and Acceptance page
    - a. Must be signed by Bidder
  - Exhibit A Bid Response Packet, <u>SLEB Partnering</u> <u>Information Sheet</u>
    - a. <u>Must be signed by Bidder</u>
    - b. <u>Must be signed by SLEB Partner</u> if subcontracting to a SLEB

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



## **COUNTY OF ALAMEDA**

## **REQUEST FOR PROPOSAL No. 100518**

for

## **ABAHO PHP Med/Health Shelter Toolkit**

For complete information regarding this project, see RFP posted at <u>http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp</u> or contact the County representative listed below. Thank you for your interest!

Contact Person: Zerlyn Ladua, Procurement & Contracts Specialist

Phone Number: (510) 208-5962

E-mail Address: Zerlyn.Ladua@acgov.org

**RESPONSE DUE** 

by

2:00 p.m.

on

October 22, 2018

at

Alameda County Public Health Department Public Health Systems Preparedness and Response 1000 Broadway, Oakland Suite 500 Oakland, CA 94607



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.

### **COUNTY OF ALAMEDA**

REQUEST FOR PROPOSAL No. 100518 SPECIFICATIONS, TERMS & CONDITIONS

for

#### **ABAHO PHP Med/Health Shelter Toolkit**

#### TABLE OF CONTENTS

Page

١.	STA <sup>-</sup>	TEMENT OF WORK	4
	A.	INTENT	4
	В.	SCOPE	4
	C.	BACKGROUND	7
	D.	BIDDER MINIMUM QUALIFICATIONS	8
	Ε.	DELIVERABLES / REPORTS	9
<b>II</b> .	CALI	DELIVERABLES / REPORTS ENDAR OF EVENTS	
	F.	NETWORKING / BIDDERS CONFERENCES	
III.	COU	<b>JNTY PROCEDURES, TERMS, AND CONDITIONS</b> EVALUATION CRITERIA / SELECTION COMMITTEE	
	G.	EVALUATION CRITERIA / SELECTION COMMITTEE	12
	Н.	CONTRACT EVALUATION AND ASSESSMENT	16
	١.	NOTICE OF INTENT TO AWARD	
	J.	BID PROTEST/APPEALS PROCESS	
	К.	PRICING	20
	L.	AWARD	
	M.	INVOICING	22
	N.	ACCOUNT MANAGER / SUPPORT STAFF	22
IV.	INST	FRUCTIONS TO BIDDERS	
	0.	COUNTY CONTACTS	
	Ρ.	SUBMITTAL OF BIDS	
	Q.	RESPONSE FORMAT	
		VILIFORM	

#### ATTACHMENTS

EXHIBIT A - BID RESPONSE PACKET EXHIBIT B - INSURANCE REQUIREMENTS

#### I. <u>STATEMENT OF WORK</u>

#### A. <u>INTENT</u>

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. ABAHO PHP, by way of this RFP, seeks to obtain the listed services in a manner that entails the highest quality of service, offers regional value, and provides value to the citizens of the San Francisco Bay Area. Proposers must show that they are capable of the services requested, and this may be determined through the bidder's demonstrated competency and experience in delivering services of similar scope and type. The local availability of the bidder's personnel and equipment resources will also be considered, in addition to any other relevant evidence that demonstrates capability. It is the intent of these specifications, terms and conditions to describe the ABAHO PHP Med/Health Shelter Toolkit.

This Request for Proposals (RFP) seeks a vendor(s) to coordinate and develop:

- A comprehensive toolkit to support the medical needs of an emergency evacuation shelter's population, including children.
- A training for Public Health Nurses and Behavioral Health Workers to support the medical and behavioral health needs of general population shelters.
- A trauma informed concept of operations to support the behavioral health needs of general population shelters.
- A standardized disaster behavioral health training curriculum and materials.

The County intends to award a one-year contract to the bidder(s) selected as the most qualified bidder(s) whose response conforms to the RFP and meets the County's requirements. The target start date and term for the proposed services is January 1, 2019 to December 31, 2019, subject to negotiation of a final agreement.

#### B. <u>SCOPE</u>

The Association of Bay Area Health Officials (ABAHO) is a regional network of 13 local health jurisdictions in the San Francisco Bay Area. Since the early 1980's, the ABAHO network has brought together representatives from Bay Area health departments to address issues ranging from the emergence of the HIV/AIDS epidemic to pandemic influenza preparedness. Utilizing the health officials committee and a public health preparedness subcommittee (ABAHO PHP), the ABAHO network leverages the expertise

and resources of local health departments to advance regional public health and promote communication and collaboration among neighboring counties.

Alameda County will serve as the fiscal agent of this RFP and will assume the knowledge and responsibility for oversight. Alameda County Public Health Emergency Preparedness System and Response's mission is to build resilient communities in partnership through education, preparedness, response, and recovery from public health emergencies including infectious disease outbreaks, natural disasters, and terrorism.

ABAHO PHP is looking for assistance coordinating, developing, and implementing the following:

- 1. Comprehensive Toolkit to Support the Medical Needs of the Sheltered Population, Including Checklists by Shelter Function
  - a. <u>Deliverables of the Toolkit</u>:
    - i. A detailed registration and assessment process for shelter residents requiring medical services.
    - ii. Defined roles and responsibilities of shelter staff, including but not limited to: Behavioral Health Care Services/Mental Health,
      - Environmental Health, Public Health Nursing, Pharmacists, Emergency Medical Services (ICS roles and JAS)
    - iii. An onsite triage protocol which distinguishes between levels of care to be offered at the shelter. Care protocols detailing the services to be offered at the shelter.
    - iv. Using best practices to generate a list of materials needed to support medical needs at a shelter, including but not limited to: durable medical equipment, first aid, medications, general shelter supplies, etc. Consider medical needs of home health patients and Skilled Nursing Facility evacuees.
    - v. A shelter data collection protocol including: Surveillance data, CASPER, Clinical Information, and Essential Elements of Information for Decision Makers.
    - vi. Identify and define the roles and responsibilities among private and public transportation entities, relative to the transfer of shelter clients with medical or behavioral health needs while in the shelter and after the demobilization of the shelter.
    - vii. A demobilization protocol
      - 1. Safe disposition and with medical or behavioral health needs.
    - viii. A template for hospital coordination.
    - ix. Prescription management protocol for a shelter.

- x. A detailed onboarding process for medical volunteers in a shelter.
- xi. A template for a multidisciplinary team to conduct a preliminary survey in shelters to gain information about activities and resources needed to support the medical/health essentials at shelters.
- 2. Training Materials for Public Health Nurses to Provide Medical Services in a General Population Shelter
  - a. Deliverables:
    - i. Developing training materials for Public Health Nurses to work in shelters
    - ii. Provide train-the-trainer materials.
    - iii. Implement at least one pilot Public Health Nurse Training.
- 3. Behavioral Health Concept of Operations
  - a. Deliverables:
    - i. Develop a trauma informed scalable concept of operations plan to support the behavioral health needs of people displaced by disaster. This plan will promote resilience in children, families, and individuals, and should encompass interventions to address the behavioral health and stress-related needs of disaster survivors and responders; the behavioral implications of risk communication and messaging; surveillance, triage, and assessment; behavioral health promotion; social connectedness; research; and the needs of people with pre-existing behavioral health conditions.
    - ii. Develop an assessment tool to identify unmet behavioral health needs for displaced populations.
    - iii. Develop a coordination model for private and public sector behavioral health agencies to address the needs of people displaced by disaster. This model should be evidence-based, emerging, or identified as a promising practice.
    - iv. Develop function-based requirements for behavioral health staffing, space, pharmaceuticals, and supplies.
    - v. Identify (or develop) standardized disaster behavioral health training curricula or materials for: a) lay, non-licensed Disaster Service Workers

(DSWs); b) private sector licensed clinicians, and; 3) public sector licensed clinicians.

vi. Implement at least one pilot disaster behavioral health training for each of the three target groups.

#### C. <u>BACKGROUND</u>

Recent massive wildfires in the Bay Area – including Napa, Lake, Sonoma, and Solano counties – have allowed regional preparedness and response systems to share best-practices and identify gaps. ABAHO PHP recognizes the importance of addressing the medical and behavioral needs of the sheltered population, including children. During a sheltering incident, many individuals may arrive at shelters with little to no notice, and without medications, durable medical equipment, and/or care taking personnel. Some shelter residents become injured or sick as a result of the incident, others may arrive at general population shelters with pre-existing health conditions, or it is possible for both of these instances to occur. Therefore, each of these unique medical needs must be addressed.

#### **Behavioral Health**

Disasters have profound negative impacts on the behavioral health of a community and interrupt the continuity of existing behavioral health resources and services. There are limited disaster behavioral health training and response resources available throughout the Bay Area.

Disaster behavioral health is an integral part of public health and medical emergency preparedness, response, and recovery. Behavioral factors directly and indirectly influence individual and community risks, health, resilience, and the success of emergency response and recovery strategies and public health measures.

Many people who experience a disaster are likely to psychologically recover without formal behavioral health intervention. However, these protective factors vary depending on the nature of the event and the level of exposure experienced by individuals, families, and communities. Therefore, disaster behavioral health aims to provide a continuum of services and activities — including communication, education, basic support, and access to clinical behavioral health services when needed — in order

to mitigate the progression of adverse reactions into more serious physical and behavioral health conditions.

Stakeholders will include, but are not limited to, ABAHO PHP members, local public health department personnel, MHOACs, the California Disaster Behavioral Health Coordinators Committee, behavioral health providers, PHEP coordinators, Public Health Nurses, and Region 2 RDMHC/S.

#### D. <u>BIDDER MINIMUM QUALIFICATIONS</u>

- a. Regularly and continuously engaged in the business of providing consulting services in the area of medical and health emergency preparedness and response.
- b. Able to provide references from at least three governmental, non-profit or private sector entities from within the State of California or nationwide, who have contracted with bidder to provide a scope of work similar to Alameda County's. This experience shall be from within two years and will be verified through reference checks.
- c. Possess all permits, licenses and professional credentials necessary to supply product and perform services as specified in the document.
- d. Strong ability to engage stakeholders and facilitate and foster relationships.
- e. Strong coordination and group collaboration experience.
- f. Strong organizational and project management skills.

#### SPECIFIC REQUIREMENTS

- g. Bidder has completed Incident Command System, Standardized Emergency Management System, and National Incident Management System Trainings.
- Bidder has at least 3 years of experience in public health and medical emergency response plan writing and development, design, and implementation.

#### Price Quotation

i. Provide a line item breakdown by deliverable and hourly rates.

#### 2. <u>DELIVERABLES / REPORTS</u>

The contractor will work with ABAHO PHP subcommittee members and other stakeholders as needed. The contractor(s) will be responsible for participating in ABAHO PHP led activities as needed to allow for maximum efficiency in planning, and leading activities related to the toolkit, Public Health Nurse Training, and Behavioral Health concept of operations to include, but not limited to:

- 1. Develop a comprehensive toolkit to support the medical needs at shelters.
- 2. Work with ABAHO PHP subcommittee to assist in planning. Assure that key participants and planners are contacted to participate in scheduled planning meetings from all participating organizations.
- 3. Plan, schedule, organize, conduct, record and share results of planning meetings. Contractor will develop agendas for all meetings to be reviewed and approved by ABAHO PHP subcommittee.
- 4. Review existing plans to address the medical needs of the sheltered population within Region II.
- 5. Utilize an ICS, SEMS, EOC, and DOC structure for planning and protocol development.
- 6. Develop forms, documents, reports and other materials related to trainings (Public Health Nurses/Behavioral Health) for participating agencies.

We request some flexibility regarding the structure of the toolkit and trainings.

#### For reference purposes only:

	Agencies			
MHOAC Function	LEMSA	Public Health	Environmental Health	Behavioral/ Mental Health
1) Assessment of immediate medical needs	+	+	+	+
2) Coordination of disaster medical and health resources	+	+	+	+
3) Coordination of patient distribution and medical evaluations	+			
4) Coordination with inpatient and emergency care providers	47	4		
5) Coordination of out-of-hospital medical care providers	+	+/		
6) Coordination and integration with fire agency personnel, resources and emergency fire prehospital medical services	+	2	2	
7) Coordination of providers of non-fire based, prehospital emergency medical services	+/3			
8) Coordination of the establishment of temporary field treatment sites	_+/			
<ol> <li>Health surveillance and epidemiological analyses of community health status</li> </ol>		+	*/	
10) Assurance of food safety		+	+	
11) Management of exposure to hazardous agents	+	191	+	
12) Provision or coordination of Behavioral/Mental Health services	R			+
13) Provision of medical and health public information and protective action recommendations	+	+	+	+
14) Provision or coordination of vector control services		+	+	
15) Assurance of drinking water safety		+	+	
16) Assurance of the safe management of liquid, solid, and hazardous waste			+	
17) Investigation and control of communicable disease		+		

#### B. CALENDAR OF EVENTS

EVENT	DATE/LOCATION		
Request Issued	October 2, 2018		
Written Questions Due	by <u>5:00 p.m.</u> on October 5, 2018		
Networking/Bidders Conference #1	October 9, 2018 at <u>3pm</u>	at: 1000 Broadway, Suite 500a Oakland, CA 94607 Please request a call-in number	
Response Due	October 22, 2018 by <u>2:00 pm</u>		
Evaluation Period	Week of October 22, 2018		
Vendor Interviews, if needed	October 29, 2018		
Board Letter Recommending Award Issued	December 4, 2018	T.	
Board Consideration Award Date	December 18, 2018	$\triangleright$	
Contract Start Date	January 2, 2019		

Note: Award and start dates are approximate.

#### 1. NETWORKING / BIDDERS CONFERENCES

- 1. Bidders Conferences will be held on October 8, 2018 to:
  - a. Provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.
  - b. Provide the County with an opportunity to receive feedback regarding the project and RFP.
- 2. Written questions and feedback regarding the RFP may also be submitted to the RFP contact up until 11:30AM on October 8, 2018, the day of the last Bidders conference.
- 3. All questions raised at the Bidders Conferences or submitted in writing will be addressed, and the list of attendees will be included, in an Addendum to this RFP following the Bidders Conferences.

- 4. Potential Bidders are strongly encouraged to attend a Bidders Conference in order to further facilitate relationships with other Bidders. Vendors who attend a Bidders Conference will be added to the Vendor Bid List included with the Addendum.
- 5. Attendance at a Bidders Conference is highly recommended but is not mandatory.
- 6. Failure to participate in a Bidders Conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions.

#### C. COUNTY PROCEDURES, TERMS, AND CONDITIONS

#### 1. EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria, which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension), will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of the Association of Bay Area Health Official Public Health Preparedness County staff and other parties that may have expertise or experience in Public Health Emergency Preparedness Capabilities. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. 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, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of final score).

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references and oral interview.

If the two-stage approach is used, the 3 bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders. The zero to five-point scale range is defined as follows:

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

The Evaluation Criteria and their respective weights are as follows:

Evaluation Criteria	Weight
Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may	
days of contract award and/or the completion of the	Pass/Fail
	Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar

	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 <u>www.sam.gov</u> .	Pass/Fail
В.	Cost:	
	The proposal, including the budget summary and budget	
	justification, will be evaluated against the RFP specifications	
	and the questions below:	
	1. How well does the budget capture all activities and staff	
	in the proposed program?	
	2. How appropriately does the Bidder allocate staff and other resources?	
	3. How much value does the proposal demonstrate	
	considering the cost of the program, expected outcomes	
	and the number of clients served?	
	4. How well does the budget justification detail how the	
	Bidder arrived at a particular cost?	
	5. Does the proposed budget reasonably reflect the	
	Bidder's effort to meet requirements and objectives?	
	6. Is the proposed cost realistic given the nature of services	
	to be provided?	
	Consideration of price in terms of overall affordability may	
	be controlling in circumstances where two or more	
	proposals are otherwise adjudged to be equal, or when a	
	superior proposal is at a price that the County cannot afford.	Points
C.	Capacity and Relevant Experience:	
	Proposals will be evaluated against the RFP specifications	
	and the questions below:	
	1. Do the individuals assigned to the project have	
	experience on similar projects?	
	2. How extensive is the applicable education and	
	experience of the personnel designated to work on the	
	project?	
	3. Does the agency and personnel assigned to the project	
	indicate cultural competence to vulnerable populations	
	who may evacuate to a shelter.	Points
L		

D.	Oral Interview:	
ש.	The oral interview on the proposal shall not exceed 60	
	minutes. The oral interview may include responding to	
	standard and specific questions from the CSC regarding the	
	Bidder's proposal. The scoring may be revised based on the	
	oral interview.	Points
		Points
Ε.	Understanding of the Project:	
	Proposals will be evaluated against the RFP specifications	
	and the questions below:	
	1. Has proposer demonstrated a thorough understanding	
	of the purpose and scope of the project?	
	2. How well has the proposer identified pertinent issues	
	and potential problems related to the project?	
	3. Has the proposer demonstrated that it understands the	
	deliverables the County expects it to provide?	
	4. Has the proposer demonstrated that it understands the	
	County's time schedule and can meet it?	Points
F.	Methodology:	
	Proposals will be evaluated against the RFP specifications	
	and the questions below:	
	1. Does the methodology depict a logical approach to	
	fulfilling the requirements of the RFP?	
	2. Does the methodology match and contribute to	
	achieving the objectives set out in the RFP?	
	3. Does the methodology interface with the County's time	
	schedule?	Points
	LIFORN	

#### 2. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract which may be awarded to 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. Contractor has complied with all terms of this RFP; and

2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. 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.

#### 3. NOTICE OF INTENT TO AWARD

a. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by 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:

- The name of the bidder being recommended for contract award; and
- The names of all other parties that submitted proposals.
- b. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
- c. The submitted proposals shall be made available upon request no later than five (5) calendar days before calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors

#### 4. BID PROTEST/APPEALS PROCESS

The Alameda County Public Health Department prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following 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 Director of the Alameda County Public Health Department, 1000 Broadway, Suite 500, Oakland, CA 94607, Fax (510) 267-3223, 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

- a. The Bid protest must contain a complete statement of the reasons and facts for the protest.
- b. The protest must refer to the specific portions of all documents that form the basis for the protest.
- c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- d. The County Agency/Department will notify all bidders of the protest as soon as possible.
- 2. Upon receipt of 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 email, 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 Public Health Director on the bid protest may be

appealed to the Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The Bidder whose bid is the subject of the protest, all Bidders affected by the Public Health Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the Public Health Director's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the Public Health Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day.

- a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- b. 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.
- c. 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.
- d. 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
- e. 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 Supervisor or GSA.
- 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.

#### E. <u>PRICING</u>

- 1. All pricing as quoted will remain 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 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. Price quotes shall include any and all payment incentives available to the County.
- 5. 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.
- 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.
- 7. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be

the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract

#### F. <u>AWARD</u>

- 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
- 2. The committee will recommend award to the bidder who, in its opinion,

has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.

- 3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached here to, 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.
- 4. Any proposal/bids that contain false or misleading information may be disqualified by the County.
- 5. The County reserves the right to award to a single or multiple Contractors.
- 6. The County has the right to decline to award this contract or any part thereof for any reason.
- 7. Board approval to award a contract is required.
- 8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
- 9. 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

The template contains minimal Agreement boilerplate language only.

The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

#### G. <u>INVOICING</u>

- 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 RFP quoted in the bid response.

#### H. ACCOUNT MANAGER / SUPPORT STAFF

- 1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
- 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 offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

#### II. INSTRUCTIONS TO BIDDERS

#### I. <u>COUNTY CONTACTS</u>

Alameda County Public Health is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through Zerlyn Ladua, Director of the Public Health Systems Preparedness and Response Section.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on October 22, 2018Error! Reference source not found. to:

Preston Lam, MPH, MBA, CPH Program Specialist Public Health Systems Preparedness and Response Division of Communicable Disease Control Alameda County Public Health Department 1000 Broadway, Suite 500, Oakland, CA 94607 Ofc: 510-268-2384 Fax: 510-273-3714 Email: Preston.Lam@acgov.org

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

#### J. SUBMITTAL OF BIDS

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

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING. Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

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

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

ABAHO PHP Med/Health Shelter Toolkit No. 100518 Preston Lam, MPH, MBA, CPH Program Specialist Public Health Systems Preparedness and Response Division of Communicable Disease Control Alameda County Public Health Department 1000 Broadway, Suite 500, Oakland, CA 94607 Ofc: 510-268-2384 Fax: 510-273-3714 Email: Preston.Lam@acgov.org

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

3. Bidders are to submit one original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus 5 copies of their proposal. Original proposal is to be clearly marked "ORIGINAL" with copies to be marked "COPY". All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Bidders <u>must</u> also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred) and shall be an <u>exact</u> scanned image of the original hard copy Exhibit A – Bid Response Packet,

including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

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

- 11. 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.
- 12. 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.
- 13. 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).
- 14. 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 one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

#### K. <u>RESPONSE FORMAT</u>

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



## EXHIBIT A BID RESPONSE PACKET

#### RFP No. 100518 – ABAHO PHP Med/Health Shelter Toolkit

To: The County of Alameda

From:

(Official Name of Bidder)

- AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS 5 COPYIES AND ONE ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)
- ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED "N/A"
- BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT
- ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID
- BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.
- BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL

IF BIDDERS ARE MAKING <u>ANY</u> CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE <u>MUST</u> BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE

#### **BIDDER INFORMATION AND ACCEPTANCE**

- 1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
- The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 100518 – ABAHO PHP Med/Health Shelter Toolkit.
- 3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
- 4. The undersigned acknowledges receipt and acceptance of all addenda.
- 5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - Debarment / Suspension Policy
     [http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm]
  - Iran Contracting Act (ICA) of 2010
     [http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm]
  - General Environmental Requirements
     [http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm]
  - <u>General Requirements</u>
     [http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm]
  - Proprietary and Confidential Information
     [http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm]
- 6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
- 7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a 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.

- 8. 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.
- 9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.



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					
Limited Liability Corporation Non-Profit / Church					
Other:					
Jurisdiction of Organization Structure:					
Date of Organization Structure:					
Federal Tax Identification Number:					
Primary Contact Information:					
Name / Title:					
Telephone Number: Fax Number:					
E-mail Address:					
SIGNATURE:					
Name and Title of Signer:					
Dated this day of 20					

#### **BID FORM(S)**

**COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. 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 below shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

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.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.



#### **REQUIRED DOCUMENTATION AND SUBMITTALS**

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- Table of Contents: Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
- 2. Letter of Transmittal: Bid responses shall include a description of Bidder's capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three pages in length and should be easily understood.
  - 3. **Exhibit A Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A Bid Response Packet.
    - (a) Bidder Information and Acceptance:
      - (1) Every Bidder must select one choice under Item 10 of page 3 of Exhibit A and must fill out, submit a signed page 4 of Exhibit A.

#### (b) References:

- (1) Bidders must use the templates on pages 10-11 of this Exhibit A Bid Response Packet to provide references.
- (2) Bidders are to provide a list of 3 current clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
  - Bidders must verify the contact information for all references provided is current and valid.
  - Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
- (3) 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.

#### (c) Exceptions, Clarifications, Amendments:

- (1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template starting on page 1 of this Exhibit A – Bid Response Packet.
- (2) THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.
- 4. **Key Personnel**: Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
  - (a) The person's relationship with Bidder, including job title and years of employment with Bidder;
  - (b) The role that the person will play in connection with the RFP;
  - (c) Address, telephone, fax numbers, and e-mail address;
  - (d) Person's educational background; and
  - (e) Person's relevant experience, certifications, and/or merits.
- 5. **Description of the Proposed Equipment/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.
- 6. **Description of the Proposed Services:** Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder's and County personnel involved, and the number of hours scheduled for such personnel. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts shall be available for repairs. Finally, the description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

7. **Implementation Plan and Schedule**: The bid **r**esponse shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include a County Acceptance Test Plan (ATP). In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the final equipment/system and/or services.



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

#### RFP No. 100518 – ABAHO PHP Med/Health Shelter Toolkit

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

Bidders not meeting the <u>definition of a SLEB</u> (<u>http://acgov.org/auditor/sleb/overview.htm</u>) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

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

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

BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING		
GOODS/SERVICES:	Gr	
SLEB Subcontractor Business Name:		
SLEB Certification #:	SLEB Certification Expiration Date:	
SLEB Certification Status: 🔲 Small / 🔲 Emerging	FORM	
NAICS Codes Included in Certification:		
SLEB Subcontractor Principal Name:		
SLEB Subcontractor Principal Signature:	Date:	

**Upon award, prime Contractor and all SLEB subcontractors** that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title:				
Street Address:	City	State	Zip Code	
Bidder Signature:	Date	:		



#### **CURRENT REFERENCES**

#### RFP No. 100518 – ABAHO PHP Med/Health Shelter Toolkit

#### 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:		



#### FORMER REFERENCES

#### RFP No. 100518 – ABAHO PHP Med/Health Shelter Toolkit

#### 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:	9	Contact Person:	
Address:		Telephone Number:	
City, State, Zip:		E-mail Address:	
Services Provided / Dat	te(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, CLARIFICATIONS, AMENDMENTS**

#### RFP No. 100518 – ABAHO PHP Med/Health Shelter Toolkit

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

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

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

Reference to: Description		Description	
Page No.	Section	Item No.	
p. 23	D	1.c.	Vendor takes exception to
		$\sqrt{2}$	
		ŏ	
		*	×
			ALIFORN

\*Print additional pages as necessary



## EXHIBIT B INSURANCE REQUIREMENTS

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

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

LAMA

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

ALIFORNIA

#### COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS			
	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage			
	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage			
;	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease			
)	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			
	Endorsements and Conditions:				
	1. ADDITIONAL INSURED: ALL INSURANCE REQUIRED ABOVE WIT PERSONAL AUTOMOBILE LIABILITY, WORKERS' COMPENSATIO TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EI	N AND EMPLOYERS LIABILITY, SHALL BE ENDORSE BOARD OF SUPERVISORS, THE INDIVIDUAL			
	2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.				
	<ol> <li>REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or</li> </ol>				
	better, 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. Any deductible or self-insured retention amount or other similar obligation under obligation under the policies shall be the sole responsibility of the Contractor.				
	<ol> <li>SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> </ol>				
	<ul> <li>6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall provided by any one of the following methods:         <ul> <li>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.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> </ul>				
	7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed 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 require certificate(s) and endorsements must be sent to:				
	-				