

****IMPORTANT NOTICE****

- The format of this **RFP** has been simplified.
- Only the following pages require signatures:
 1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#) page
 - a. [Must be signed by Bidder](#)
 2. Exhibit A – Bid Response Packet, [SLEB Partnering Information Sheet](#)
 - a. [Must be signed by Bidder](#)
 - b. [Must be signed by SLEB Partner](#) if subcontracting to a SLEB

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

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. HCSA-900120

for

Financial Consultant Services

For complete information regarding this project, see RFP posted at 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: Casey Zirbel, Administrative Specialist II

Phone Number: (510) 667-3147

E-mail Address: Casey.Zirbel@acgov.org

RESPONSE DUE

by

2:00 p.m.

on

March 6, 2020

at

Alameda County, Health Care Services Agency

1000 San Leandro Blvd, Suite 300

San Leandro, CA 94577



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. HCSA-900120
SPECIFICATIONS, TERMS & CONDITIONS
for
Financial Consultant Services

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ATTACHMENTS

- EXHIBIT A - BID RESPONSE PACKET
- EXHIBIT B - INSURANCE REQUIREMENTS

I. **STATEMENT OF WORK**

A. **INTENT**

It is the intent of these specifications, terms and conditions to describe the financial and consultative services required by the Alameda County Health Care Services Agency to identify revenue maximization opportunities for the County, the Health Care Services Agency (HCSA), the HCSA providers, and/or the HCSA community partners, and to provide technical support in the implementation of the identified strategies. These services required by HCSA relate to the following topics:

- Federal revenue maximization
- Payment Reform to Fee-For-Service and Value-Based Purchasing
- Medi-Cal Healthier California for All Behavioral Health Implementation

The County intends to award a three-year contract (with option to renew two additional years) to the bidder selected as the most responsible bidder whose response conforms to the Request for Proposal (RFP) and meets the County's requirements. The amount of the contract for the initial three-year term shall not exceed \$1,950,000, or \$650,000 per year.

B. **BACKGROUND**

HCSA is an Alameda County department that consists of four components: Alameda County Behavioral Health (ACBH), Public Health Department (PHD), Department of Environmental Health (DEH) and the Office of the Agency Director (OAD). ACBH is the largest department within HCSA. With an annual budget of over \$520 million, 87% of services are subcontracted with Community Based Organizations (CBOs) to deliver our Speciality Mental Health and Substance Use Disorder services. Our services are supports through various complex and blended funding sources using certified public expenditures to match and leverage federal financial participation (Medi-Cal) revenue.

Through maximizing revenue ACBH can increase service delivery capacity to expand access to services for the community.

Payment reform was envisioned as ACBH saw the health care industry moving away from cost-based reimbursement for services provided. The goal to reach value-based purchasing first began in 2016 with a planned approach of phases to transition from cost-based to a fee-for-service (FFS) payment structure. As part of the FFS structure, ACBH is able to explore incentivizing collaboration with our CBO partners with incentive payments and pay for performance in quality benchmarks. In 2019, the Department of Health Care Services (DHCS) released the State's proposal California Advancing and

Innovating Medi-Cal (CalAIM). CalAIM is now Medi-Cal Healthier California for All. The goals of the proposal are to integrate whole person care model approaches and address social determinants of health, simplify the structure and increase flexibility, and improve quality outcomes through value-based initiatives, modernization of systems, and payment reform.

Amid policy changes at the State and Federal levels, and in order to maintain safety net services for County residents, it is important that all opportunities for revenue maximization are reviewed. HCSA seeks to explore opportunities to leverage additional revenue. A qualified vendor is sought to help identify strategies and provide technical assistance in the implementation of those strategies that are considered feasible for the following areas:

1. Federal Revenue Maximization

Since July 2014, HCSA has been working with external partners to explore potential cost savings and identify strategies to leverage new Medicaid Federal revenue for activities and services currently being undertaken by Alameda County Behavioral Health (ACBH) and its contractors, otherwise referred to as CBOs, that result in better outcomes for clients, more effective use of treatment resources and increased Medicaid reimbursement for the County.

Via this RFP, HCSA seeks to update the scope of work for this project for more provisions on the County's efforts to maximize funding and continue providing mental health services to the community.

2. Payment Reform to Fee-For-Service and Value-Based Purchasing

ACBH is currently in the process of a Payment Transformation pilot with eleven Full Service Partnership (FSP) programs to transition from a cost-based reimbursement to a Fee-For-Service structure with incentive payments based on performance. ACBH is partnering with the contracted CBOs to reduce complexity and increase flexibility by simplifying rate setting and cost reporting through the FSP pilot. Through payment reform, ACBH can focus on access to care, quality outcomes, and implement a Value-Based Purchasing (VBB) model approach.

3. Medi-Cal Healthier California for All (previously Cal AIM) Implementation

The state of California Department of Health Care Services (DHCS) seeks to reform the current Medi-Cal system with the following goals:

- Identify and manage member risk and need through Whole Person Care approaches and addressing the Social Determinants of Health;

- Move Medi-Cal to a more consistent and seamless system by reducing complexity and increasing flexibility, including rate setting and cost reporting; and
- Improve quality outcomes and drive delivery system transformation through value-based initiatives, modernization of systems, and payment reform.

C. SCOPE

HCSA will contract with the awarded bidder to accomplish the following:

1. **Federal Revenue Maximization**

With the responsibility of public mental health services being primarily delivered through California's counties, the awarded Contractor shall:

- Work with HCSA to explore Medicaid revenue and service utilization solutions that would allow for expanded primary health services for its mild to severe beneficiaries.
- Work with HCSA to explore Medi-Cal revenue and service utilization solutions that would allow for expanded specialty mental health and substance use disorder services for its moderate to severe beneficiaries.
- Add...

2. **Payment Reform to Fee-For-Service and Value-Based Purchasing**

The awarded contractor shall:

- Work with HCSA representatives to devise strategies to continue the pilot reform with the current method of payment for ACBH CBO contractors;
- Research rate setting in other jurisdictions and/or public entities that have implemented fee for service or value-based purchasing models; and
- Work with HCSA to develop materials for communication with respect to state and other local partner agencies, such as DHCS and Centers for Medicare & Medicaid Services (CMS) as needed.
- Work with HCSA to expand the pilot to implement system wide in conjunction with (Cal HCA)
- Work with HCSA representatives to prepare a plan for building a robust infrastructure that support business activities in transitioning from cost-based to a fee for service reimbursement system.

3. **Medi-Cal Healthier California for All (Cal HCA) Implementation**

The awarded Contractor shall:

- Work with HCSA representatives to develop initial strategies for the implementation of Cal HCA, following current DHCS guidance;
- Participate at state level public meetings and prepare materials for HCSA staff, contractors, and other stakeholders for summaries of Cal HCA as it continues to progress;
- Perform policy analysis and make recommendations for continued strategies of implementation that is applicable to the County's budgeting practices;
- Assist in supporting HCSA to identify state and national behavioral health quality measures;
- Align the County's existing quality measures to promote Cal HCA and Medi-Cal; and
- Advise and recommend best practices in transitioning the County from the existing Healthcare Common Procedure Coding System (HCPCS) Level II coding to Level I coding that supports an ongoing fee for service rate methodology within federal and state requirements.

D. **BIDDER QUALIFICATIONS**

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

1. Bidder shall be regularly and continuously engaged in the business of providing consultation and technical assistance in the area of revenue maximization and payment reform for at least two (2) years.
2. Bidder shall describe and demonstrate experience with:
 - a. Providing consultation and technical assistance to County Health agencies, municipalities, or hospitals on revenue maximization strategies;
 - b. Identifying and implementing revenue maximization opportunities for jurisdictions, in accordance with all State and federal requirements;
 - c. Identifying and implementing payment reform for jurisdictions, in accordance with all State and federal requirements;

- d. Knowledge of quality incentive industry measures used in pay for performance business models for jurisdictions, in accordance with all State and federal requirements;
 - e. Knowledge of reimbursement mechanisms related to Medi-Cal, Medi-Cal managed care, Medicare revenue streams, private and public hospitals and nursing and other health care facilities; and
 - f. Knowledge of State and Federal reimbursements.
3. Bidder shall possess and demonstrate all permits, licenses and professional credentials necessary to perform services as specified under this RFP.

E. DELIVERABLES / REPORTS

1. The awarded contractor shall prepare reports on a quarterly basis regarding revenue maximization/payment reform opportunities for HCSA that include summaries of each project area's progress.
2. Reports shall be organized into at least three sections, and may include additional sections requested by HCSA that are not described below:
 - Federal revenue maximization;
 - Payment Reform to Fee-For-Service and Value-Based Purchasing; and
 - Cal HCA Implementation
3. Reports shall detail the progress of each opportunity identified, including progress towards implementation and rationale if initiatives are not being implemented, the technical support provided, and the outcome of each effort, including financial outcomes and projected outcomes.
4. Contractor shall schedule meetings, prepare agendas and presentations for communications with various stakeholder groups.
5. Contractor shall perform data analysis in collaboration with HCSA staff to recommend rates for payment reform and Cal HCA implementation.
6. Contractor shall work with HCSA staff and consultants as needed to identify technical requirements in rate development and tracking of pay for performance incentives.
7. At the request of HCSA, contractor shall alter the reporting format, frequency, and/or specific information to be included as necessary.

II. **CALENDAR OF EVENTS**

EVENT	DATE/LOCATION	
Request Issued	January 24, 2020	
Written Questions Due	by 5:00 p.m. on February 5, 2020	
Networking/Bidders Conference #1	Monday 2/3/2020 Starting at 3:00 PM	at: Alameda County ACBH 1900 Embarcadero Cove Wildcat Canyon Room 2 nd Floor, Suite 205 Oakland, CA 94606
Networking/Bidders Conference #2	Wednesday 2/5/2020 Starting at 11:00 AM	at: Alameda County HCSA 500 Davis Street 1 st Floor, Room 500 A/B San Leandro, CA 94577
List of Attendees	February 7, 2020	
Q&A Issued	February 21, 2020	
Addendum Issued	February 21, 2020	
Response Due	March 6, 2020 by 2:00 p.m.	
Evaluation Period	March 6 – 27, 2020	
Vendor Interviews	March 25 – 27, 2020	
Board Letter Recommending Award Issued	June 2, 2020	
Board Consideration Award Date	June 16, 2020	
Contract Start Date	July 1, 2020	

Note: Award and start dates are approximate.

F. **NETWORKING / BIDDERS CONFERENCES**

1. Networking/bidders conferences will be held to:
 - a. 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 RFP.
 - b. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.

- c. Provide the County with an opportunity to receive feedback regarding the project and RFP.
2. The list of bidder conference attendees will be released in a separate document.
3. Questions will be addressed in an RFP Question and Answer (Q&A) Report following the networking/bidders conference(s). Should there be a need to amend or revise the RFP, an addendum will be issued following the Networking/Bidders Conferences.
4. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is recommended but is not mandatory.

III. **COUNTY PROCEDURES, TERMS, AND CONDITIONS**

G. **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 County staff and other parties that may have expertise or experience in financial consultant services. 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.

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

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	<p>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.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
	<p>Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov.</p>	Pass/Fail
B.	Capacity, Readiness, and Relevant Experience:	20 Points

	<p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 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? 	
<p>C.</p>	<p>Key Personnel: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 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. How prepared do the individuals assigned to the project appear to be for effective completion of activities described for this project? 4. Does the proposal clearly explain the roles that each person assigned to the project will play in connection with the RFP? 	<p>10 Points</p>
<p>D.</p>	<p>Description of Proposed Services: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Did the proposer adequately address all portions of the scope of work described in this RFP? 2. To what extent does the proposer describe activities that meet and exceed the specific activities, including but not limited to the three core areas discussed in the SCOPE section, described in this RFP? 	<p>35 Points</p>
<p>E.</p>	<p>Implementation Plan and Schedule: An evaluation will be made of the likelihood that Bidder's implementation plan and schedule will meet the County's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County's schedule.</p>	<p>10 Points</p>

<p>F.</p>	<p>Deliverables and Reports: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology described for required deliverables and reports depict a logical approach to fulfilling the requirements of the RFP? 2. To what extent does the proposer describe activities that meet and exceed the specific activities described in this RFP? 3. Does the proposer’s written plan sufficiently describe the plan for communication with HCSA as described in this RFP? 	<p>10 Points</p>
<p>G.</p>	<p>Cost and Budget Narrative: The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder’s total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the County to finance the services) <p>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.</p>	<p>15 Points</p>
<p>H.</p>	<p>References (See Exhibit A – Bid Response Packet)</p>	<p>Pass/Fail</p>
<p>I.</p>	<p>Oral Interview: 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.</p>	<p>10 Points</p>

SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	Local Preference: Points equaling five percent of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)
	Small and Local or Emerging and Local Preference: Points equaling five percent of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

H. 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.

I. NOTICE OF INTENT TO AWARD

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

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

- a. The name of the bidder being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. 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.
 3. 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.

J. BID PROTEST/APPEALS PROCESS

1. HCSA 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.

Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to James Nguyen, HCSA Administrative Officer, 1000 San Leandro Blvd., Suite 300, San Leandro, CA 94577, Fax (510) 351-1367 **before 5:00 pm 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 pm 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 transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.

2. Upon receipt of written protest, HCSA Director, or designee will review and evaluate the protest and issue a written decision. The HCSA Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or HCSA award date.

The decision will be communicated by e-mail or fax, and mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors or HCSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.

3. The decision of the HCSA Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidders affected by the HCSA Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the HCSA Director's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the HCSA Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day.
 - 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 HCSA Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions

reached by the HCSA Director or department designee, and will determine whether to uphold or overturn the protest decision.

- d. The Auditor's Office may overturn the results of a bid process for ethical violations by HCSA staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
 - 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 Supervisors or HCSA.
 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.

K. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be three years.
2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.

3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
4. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

L. APPLICABLE WAGE LAWS

1. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.
2. 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.

M. AWARD

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. 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>

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

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.

4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
5. Any proposal/bids that contain false or misleading information may be disqualified by the County.
6. The County reserves the right to award to a single or multiple Contractors.
7. The County has the right to decline to award this contract or any part thereof for any reason.
8. Board approval to award a contract is required.
9. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
10. 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.

N. METHOD OF ORDERING

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

O. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of 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 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 services description and shall be accompanied by appropriate documentation.
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 budget quoted in the bid response.

P. ACCOUNT MANAGER / SUPPORT STAFF

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

IV. INSTRUCTIONS TO BIDDERS

Q. COUNTY CONTACTS

HCSA is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through HCSA only.

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

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on February 5, 2020 to:

Casey Zirbel, Administrative Specialist II
Alameda County, Health Care Services Agency

1000 San Leandro Blvd, Suite 300
San Leandro, CA 94577
E-Mail: Casey.Zirbel@acgov.org
PHONE: (510) 667-3147

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.

R. SUBMITTAL OF BIDS

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

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

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

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

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

**Alameda County, Health Care Services Agency
RFP No. HCSA-900120
Attn: Casey Zirbel, Administrative Specialist II
1000 San Leandro Blvd, Suite 300
San Leandro, CA 94577**

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

***PLEASE NOTE** that on the bid due date, a bid reception desk will be open between 1:00 p.m. – 2:00 p.m. and will be located in the 1st floor lobby at 1401 Lakeside Drive.

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

Bidders are to submit their bid in electronic format. The electronic bid response should be a single file PDF (OCR preferred); it must be on disk or USB flash drive and enclosed in a sealed package (a sealed envelope will suffice). All signatures must be present in the electronic bid response (e.g., Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).

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 the County Selection Committee has completed its evaluation, an recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
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 180 days, unless otherwise specified in the Bid Documents.

S. RESPONSE FORMAT

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

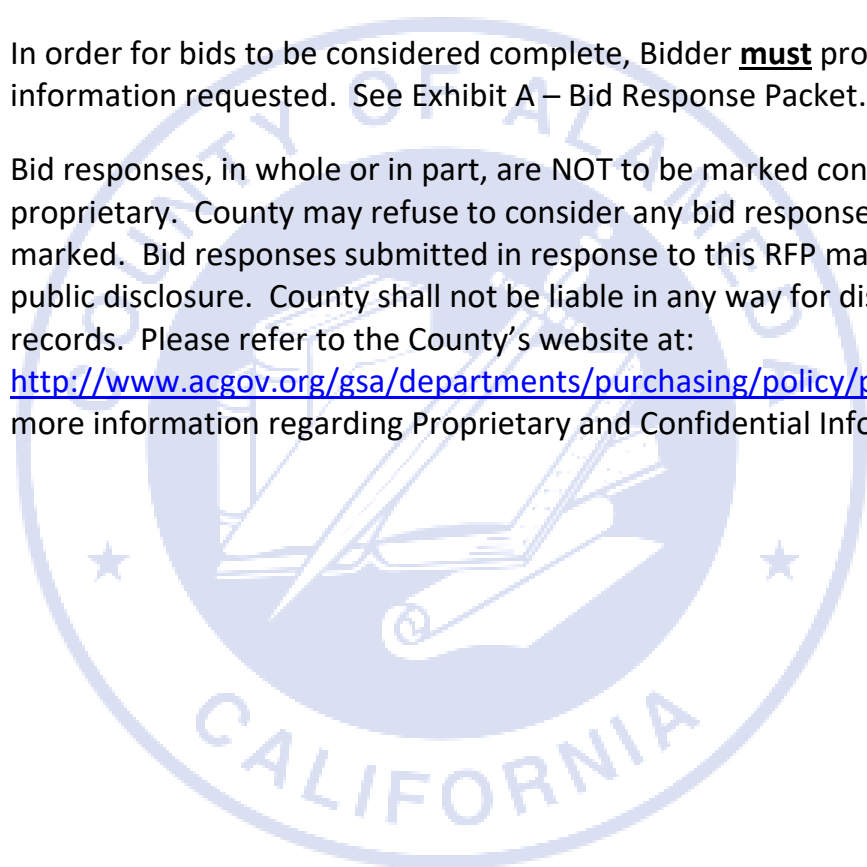


EXHIBIT A

BID RESPONSE PACKET

RFP No. HCSA-900120 – Financial Consultant Services

To: The County of Alameda

From: _____

(Official Name of Bidder)

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

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. HCSA-900120 – Financial Consultant Services.
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>]
 - **Small Local Emerging Business Program**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - **First Source**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
 - **Online Contract Compliance System**
[<http://acgov.org/auditor/sleb/elation.htm>]
 - **General Requirements**
[<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.
10. The undersigned acknowledges **ONE** of the following (please check only one box):
- Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
 - Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **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.

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 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)

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.

SAMPLE TEMPLATE INCLUDED HERE IS AN EXAMPLE BUDGET. BIDDERS MUST PROVIDE THEIR OWN COMPREHENSIVE BUDGET BASED ON AN THIRTY-SIX (36) MONTH OPERATING COST PROJECTION AND ONE-TIME START UP COST, IF ANY, IN ACCORDANCE WITH THE PROJECT SCOPE BEING BID ON AND AS OUTLINED IN THE INTENT SECTION ABOVE.

Budget Item	Year 1 Expense	Year 2 Expense	Year 3 Expense
Personnel Expenses			
XX FTE Position			
XX FTE Position			
Benefits			
Personnel Expenses Subtotal			
Subcontract Expenses			
Subcontract Expenses Subtotal			
Operating Expenses			
Operating Expenses Subtotal			
Indirect Expenses (Not to exceed 14.02% of total budget)			
Program Total			
Total Budget Request			

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.).

- 1. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the PROPOSAL and their corresponding page numbers. Tabs should separate each of the individual sections.

- 2. **Letter of Transmittal:** Bid responses shall include a description of bidder’s history, including capabilities and approach in providing services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. Description should also include a statement of how the bidder meets each of the Minimum Bidder Qualifications described in Section I.D., further transcribed below. This synopsis should not exceed three (3) pages in length and should be easily understood.

Specifically, bidder shall describe and state the number of years of experience that the bidder has been regularly and continuously engaged in the business of providing consultation and technical assistance in the area of revenue maximization.

- 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) **SLEB Partnering Information Sheet:**
 - (1) Every bidder must fill out and submit a signed SLEB Partnering Information Sheet, (found on page 10 of Exhibit A) indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.

 - (c) **References:**
 - (1) Bidders must use the templates on page 11 of this Exhibit A – Bid Response Packet to provide references.

(2) Bidders are to provide a list of current and former 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.

(d) 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 on page 12 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. **Capacity, Readiness, and Relevant Experience (3-5 pages):** Bid responses shall also describe the capacity, knowledge and relevant experience of the bidder, key individuals, and subcontractor (if applicable) to deliver the services requested in the RFP, including:

- a. Experience providing consultation and technical assistance to County health agencies, municipalities, or hospitals on revenue maximization strategies;
- b. Demonstrated ability to identify and implement revenue maximization and payment reform opportunities for jurisdictions, in accordance with all State and federal claiming and reimbursement requirements and to assure no recoupment or audit exceptions;
- c. Knowledge of reimbursement mechanisms related to Medi-Cal, Medi-Cal managed care, Medicare revenue streams, private and public hospitals and nursing and other health care facilities;
- d. Knowledge of State and Federal reimbursement mechanisms such as Inter Governmental Transfers (IGTs), certified public expenditures (CPE), and Upper Payment Limits (UPLs);
- e. Experience with the successful negotiation of Federal, State and local waivers and agreements related to revenue maximization strategies;

- f. Experience with rate setting within a complex system and include a change management process that requires stakeholder involvement;
- g. Facilitating departmental and stakeholder communication structure and materials; and
- h. Successful planning in activities that involve surveying and collecting qualitative and quantitative program performance data and assessment.

5. **Key Personnel (1-2 Pages):** 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. Telephone number, and e-mail address;
- d. Person's educational background; and
- e. Person's relevant experience, certifications, and/or merits. Note that attachments should be included in section 10, CREDENTIALS, described below.

6. **Description of the Proposed Services (3-6 Pages):** Bid response shall include a description of the proposed project during the contract term including how to approach several components concurrently as they apply to the entire project.

The description shall contain the bidder's approach to completing the scope of work described in this RFP with respect to:

- a. Providing consultation and technical assistance to County health agencies, municipalities, or hospitals on revenue maximization strategies;
- b. Identifying and implementing revenue maximization and payment reform opportunities for jurisdictions, in accordance with all State and federal claiming and reimbursement requirements and to assure no recoupment or audit exceptions;
- c. Reimbursement mechanisms related to Medi-Cal, Medi-Cal managed care, Medicare revenue streams, private and public hospitals and nursing and other health care facilities;

- d. State and Federal reimbursement mechanisms such as Inter Governmental Transfers (IGTs), certified public expenditures (CPE), and Upper Payment Limits (UPLs);
- e. Successful negotiation of Federal, State and local waivers and agreements related to revenue maximization strategies;
- f. Rate setting within a complex system and include a change management process that requires stakeholder involvement;
- g. Facilitating departmental and stakeholder communication structure and materials; and
- h. Planning in activities that involve surveying and collecting qualitative and quantitative program performance data and assessment.

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 the Bidder in providing services that the County should be aware of in evaluating its Response to this RFP.

7. **Implementation Plan and Schedule:**

The bid response shall include an implementation plan and schedule. In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the services. The bid response shall include an assessment of the implementation plan and schedule related to the uncertainty regarding anticipated changes to state policies.

8. **Deliverables and Reports (2 pages):** Bidder response shall clearly provide a written plan to support reporting as outlined in the RFP. Selected and awarded Bidder will submit regular reports related to project objectives throughout the contract period. Bidder should provide a communication plan to transmit reports and ensure deliverables have been met for the project.

9. **Cost and Budget Narrative (2-3 pages):** The proposed budget should state costs, including staffing, indirect costs, etc. for the proposed services. For the purpose of evaluation, please provide a budget with a breakdown for a maximum of \$1,950,000 total over three years, with no more than \$650,000 per year. Budgets should include a narrative description to aid the reader in evaluating the budget.

10. **Credentials:** Copies of any licenses, certifications, resumés, or other third party verification of credentials stated as BIDDER QUALIFICATIONS in the RFP must be submitted with the bid response; Documents must be clearly identified as to which requirement they are responsive.

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

RFP No. HCSA-900120 – Financial Consultant Services

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 [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](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 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: <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: _____

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, 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: _____

REFERENCES

RFP No. HCSA-900120 – Financial Consultant 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:	

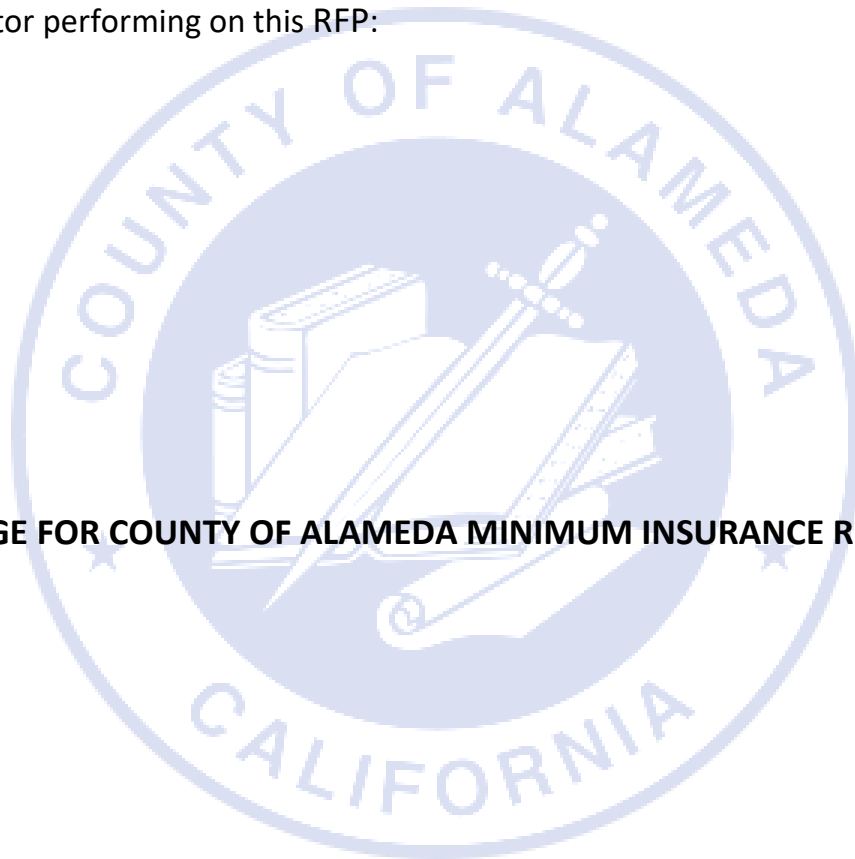
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

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:



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

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	