



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902744

For FORENSIC TOXICOLOGY TESTING SERVICES – CORONERS OFFICE

For complete information regarding this project, see Request for Proposal (RFP) posted at [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) [https://procurement.opengov.com/portal/acgov] or contact the County Thank you for your interest!

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General Services Agency (GSA) – Procurement

RESPONSE DUE

by

2:00 p.m.

on

August 11, 2026

through

Alameda County, GSA-Procurement

[County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov)

<https://procurement.opengov.com/portal/acgov>

CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902744

For

Forensic Toxicology Testing Services for Coroner's Office

EVENT	DATE/LOCATION
Request Issued	June 29, 2026
Networking/Bidders Conference	July 9, 2026, at 10:00 a.m. PT (Pacific Time) GSA-Procurement TO ATTEND ONLINE: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/27895367362193?p=HD4dITQxhNTUKc34Z Meeting ID: 278 953 673 621 93 Passcode: PQ3qF9JK Need help? System reference Dial in by phone +1 415-915-3950,,826806968# United States, San Francisco Find a local number Phone conference ID: 826 806 968#
Written Questions Due via the "Question & Answer" tab of this project in the County of Alameda Procurement Portal	July 10, 2026, by 5:00 p.m.
List of Attendees	July 14, 2026
Questions & Answers Issued	July 31, 2026
Addendum Issued [only if necessary to amend RFP]	July 31, 2026
Response Due and Submitted through County of Alameda Procurement Portal	August 11, 2026, by 2:00 p.m. Followed immediately by online Public Bid Microsoft Teams meeting Join: Opening which can be joined here:

	https://teams.microsoft.com/meet/266989792168185?p=oo2C6dFCMVpZBO8Xbj Meeting ID: 266 989 792 168 185 Passcode: 9y57sA7J Need help? System reference Dial in by phone +1 415-915-3950,,269190290# United States, San Francisco Find a local number Phone conference ID: 269 190 290# Join on a video conferencing device Tenant key: alamedacountyca@m.webex.com Video ID: 118 205 864 6
Evaluation Period	August 11 – September 4, 2026
Optional Vendor Interviews	Week of August 24, 2026
Notice of Intent to Award Issued	September 9, 2026
Board Consideration Award Date	October 13, 2026
Contract Start Date	January 1, 2027

NOTE: All dates are tentative and subject to change.

Alameda County Vendor Outreach

Wednesday, July 1, 2026 10:30 a.m. – 11:30 a.m. <i>TO ATTEND ONLINE:</i> Vendor Outreach Call-in: +1 415-915-3950 Conference ID: 504 517 635#	<i>COME MEET ALAMEDA COUNTY'S PROCUREMENT TEAM!</i> This public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. These are conducted on most Wednesdays. Dates and locations can be confirmed by checking at Upcoming Events
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COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902744 SPECIFICATIONS, TERMS & CONDITIONS

for

FORENSIC TOXICOLOGY TESTING SERVICES FOR CORONER'S OFFICE

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ATTACHMENTS

EXHIBIT A **Bid Response Packet**

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to provide forensic toxicology testing services to the Alameda County Sheriff's Office Coroner's Bureau being requested by the County.

The County intends to award a three (3) year contract (with the option of renewing it for two (2) years to the Bidder selected as the most responsive and responsible Bidder whose response conforms to the RFP and meets the County's requirements.

B. SCOPE/BACKGROUND

Toxicology testing services are performed to detect potential toxicants such as chemicals, drugs, and poisons in decedents through the testing and screening of appropriate bodily fluids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, and muscle) for the presence of illicit chemicals, drugs, or poisons.

C. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder must be regularly and continuously engaged in the business of providing forensic toxicology testing services for at least five (5) years and is currently engaged in the business of providing forensic toxicology services, which must be clearly stated or demonstrated in the bid response.
- b. Bidder must be accredited by the American Board of Forensic Toxicology (ABFT), the College of American Pathologists (CAP), a state reference laboratory, or another major accreditation body acceptable to the National Association of Medical Examiners (NAME), which must be clearly demonstrated in the bid response packet, such as providing a copy of the certification.
- c. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

D. SPECIFIC REQUIREMENTS

1. Contractor must perform all service requirements.
2. General Laboratory Requirements
 - a. Compliance & Quality Assurance
 - 1) Contractor's laboratory must be in compliance with the State of California's regulations for blood and urine alcohol analysis or have the capacity to facilitate alcohol testing in a laboratory facility that meets the criteria set in Title 17 of the California Code of Regulations.
 - 2) Contractor's laboratory must perform laboratory testing according to written standard operating procedures which include policies and procedures on validations and technical procedures.
 - 3) Contractor's laboratory must participate in an external proficiency testing program which includes, at a minimum, a proficiency testing program for alcohol in blood or serum, and for drugs in at least one type of specimen. Contractor's laboratory shall take appropriate actions, which shall be documented when the results of the proficiency testing program are outside of compliance limits. The program must monitor and assess the laboratory's quantitative analysis capability.
 - 4) Contractor's laboratory must complete all the specified tests within their own laboratory with the understanding that some esoteric tests may need to be outsourced. Contractor must inform the Coroner's Bureau of any work to be done external to the Contractor's laboratory. All External laboratories utilized by the Contractor must adhere to the same requirements outlined by the County in this RFP.
 - 5) Contractor's laboratory must actively monitor its laboratory (and external laboratories as applicable) for quality assurance. The laboratory must take appropriate actions, which shall be documented when the results of the quality assurance program require corrective action to be taken. Contractor's laboratory must provide access to ACSO and the County to all documents related to these corrective actions.

- 6) Contractor's Quality Assurance department must monitor and administer all internal and external Quality Assurance (QA) and Quality Control (QC) protocols. A summary of Contractor's process is as follows:
- (a) Each routine analytical run contains a minimum of two different quality control samples containing known amounts of the analyte(s) of interest. Data resulting from analysis of controls in quantitative methods is plotted on control charts each time a routine method is performed. The control charts are drawn indicating the acceptance range of the mean plus and minus two standard deviation levels or +/- 20% about the mean. Control charts are reviewed monthly by Contractor's departmental supervisor. This review is documented on each control chart by initial and date notation made in the appropriate review box. Any shifts or trends are noted in the comments section along with the proposed corrective action. Any remedial action taken is documented on each control chart.
 - (b) Contractor's laboratory must participate in comprehensive external proficiency testing programs, which compare Contractor's laboratory performance with other laboratories performing the same analysis. These programs are supplemented by a comprehensive internal blind proficiency program that challenges analyses that are not formally evaluated by the external program. All data generated by these programs are remediated, as necessary, and approved by various management levels of review.
 - (c) All Contractor's department must be subject to live audits by the Quality Assurance department on a rotating basis to assess compliance with the Contractor's quality assurance program. All audits must be documented in audit reports and reviewed and approved by various levels of Contractor's management. A complete listing of Contractor's proficiency programs must be available upon request by the County.

b. Testing

- 1) Contractor's laboratory must have the ability to test chemical or biological agents.
- 2) Contractor's laboratory must have the capability of developing methods for the testing of newly abused drugs such as synthetic cannabinoids, synthetic opioids, and opioid derivatives; and a commitment to research and develop testing and validation for newly emerging drug trends.
- 3) Contractor's laboratory must provide for examination of samples on an urgent basis and provide live consultation or telephone conversation services at no cost to the Coroner's Bureau.
- 4) The County has no specific "cut-off" requirements for limits of detection. However, any legal cut-off limits of detections determined by the Contractor's validation must be adhered to at all times.
- 5) The Contractor's laboratory results must be reported qualitatively as well as quantitatively, when indicated and the sensitivity of the test and related reporting limit shall be referenced in an Analysis Summary included with each report.

c. Caseload

- 1) Contractor's laboratory must have the ability to handle a caseload of at least one hundred (100) cases monthly for the Coroner's Bureau.
- 2) Contractor's laboratory must work to complete at a minimum of ninety percent (90%) of toxicology examinations within ninety (90) days of case submission.
- 3) Contractor must provide consistency with Contractor's laboratory published turnaround times with an average of 30 days or less from the time of receipt as well as closely monitoring Contractor's laboratory in-house statistics for turnaround time, corrective actions, and percentage of repeats with exception of esoteric analysis and special request testing that may exceed 10 business days.
- 4) Contractor must make every effort to handle every case received from the Coroner's Bureau in an expeditious manner.

d. Employee Qualifications

- 1) Contractor's laboratory must be under the direction of a person who is qualified by reason of appropriate education and experience to assume the required professional, organizational, education, managerial, and administrative responsibilities.
- 2) Contractor's laboratory employees must meet the requirements of educational, training, and experience requirements as defined by the American Board of Forensic Toxicology (ABFT).

e. Reports

- 1) Contractor's laboratory must provide a report for each test conducted and must include:
 - (a) Subject name
 - (b) Agency
 - (c) Agency case number
 - (d) Specimen description
 - (e) Chain of custody information
 - (f) The request testing
 - (g) Requesting agency contact information
 - (h) Test results
 - (i) Certification of test results statement
 - (j) Analyst signature
 - (k) Date of test and/or date of report
- 2) Contractor's reports must include all quantitative results, interpretive comments on toxic ranges of compounds, methods of testing, complete sample identification, name of board-certified Fellow-ABFT Laboratory Director in a results section, and a summary of all positively identified substances with quantitative results of parent drug compounds and related metabolites, and the analytical methodology, minimum reporting limit, specimen type used for analysis and general reference comments related to postmortem concentrations of positively identified substances in a lab report.
- 3) Contractor's reports must be available via secured fax at Coroner's Bureau location, electronically in a secure PDF format and posted on a secure Contractor's Client Portal as soon as the final report is

reviewed and completed. Multiple users from ACSO shall be notified via e-mail when laboratory reports are available and sign in with their own unique designated user ID/password to access laboratory reports. Reports shall be archived indefinitely on the Client Portal and can be sorted by patient name, case ID number, date of service, date of birth, sex or accession number for retrieval with Secure Socket Layer (SSL) encryption activated when results are displayed. All Contractor's laboratory reports received shall be encrypted and cannot be intercepted during transmission.

- 4) Contractor's laboratory results and a signed PDF toxicology report shall be interfaced directly into the Web based CME (Coroners and Medical Examiners) software developed by VertiQ.
- 5) Contractor's preliminary reporting for urgent cases and inquiries shall be available through direct contact of Contractor's client support services department with a verbal discussion with a toxicologist reviewing the case, as necessary. Files concerning the results of specimen analysis shall be retained by the Contractor's Laboratory for a minimum of seven (7) years from the date of issue.

f. Fees

- 1) Contractor's laboratory must not charge the County, the ACSO, the Coroner's Bureau for false positives. A false-positive shall be defined as when the Laboratory identifies a sample as containing a particular drug, reports this information to the Coroner's Bureau, the ACSO, or the County; and the Laboratory determines that the information provided as positive was in fact, false.
- 2) Contractor's laboratory must provide services on a retail level for families that may want to pay for tests of specimens of decedents that the Coroner's Bureau determined were not necessary for its purposes. Such families are solely responsible for paying for such tests. For example, the Coroner's Bureau will not normally conduct toxicology testing on an obvious gunshot suicide, but the family may want to pay for a drug screen for their own purposes. The County shall not be responsible for the payment of any such tests.

g. Protection of Data

- (1) Contractor must utilize a computerized information management system, an appropriate security system must be used to prevent

intrusion, unauthorized release of information, or unauthorized addition, deletion, or alteration of data.

- (2) Contractor must have controlled access to the data center where the data is stored to prevent unauthorized access to our data.
 - (a) Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification.
 - (b) Contractor must notify, in writing, the Coroner's Bureau of any actual exposure or misappropriation of County Data (any "Leak") within twenty-four (24) hours of the discovery of such, whether required by law or not. The County will allow 72 hours (3 business days) for investigation and reporting. The following information shall be included in the notification:
 - I. The cause of the incident
 - II. How Contractor became aware of the incident
 - III. Steps taken to resolve the incident
 - IV. Brief description of steps Contractor is taking to prevent a reoccurrence.
 - (c) Contractor must reasonably cooperate with County and with law enforcement authorities in investigating any such security breach at Contractor's expense. Contractor will likewise reasonably cooperate with County and with law enforcement agencies in any effort to notify injured or potentially injured parties.
 - (d) Contractor must agree to store all data within the United States within a data center with high availability disaster recovery.
 - (e) Backup: Contractor must offer a minimum of thirty (30) days of backups that can be fully restored.
 - (f) All data must be at 256-bit encryption while in transit or when using share lines.

- (3) Contractor must not distribute or use in any way the data derived from the Agreement resulting from this RFP without written consent by the County and all data from ACSO casework shall be archived per Contractor's retention policies approved by Contractor's accrediting bodies.
 - (a) Contractor's laboratory must limit access to State data and Personal Identifiable Information (PII) by using an assigned and distinct barcode for casework at the time of log in. At that time, the analyst(s) assigned to the case shall track and report results through the case management system by the use of the barcode, relegating each sample to a nondescript number. At the time of final report review/signing, the case identifying information is automatically generated and added to the report header. All Contractor's analysts shall receive training and annual updates to training with specific attention and purpose to confidentiality and PII.
 - (b) Contractor's laboratory must have a dedicated IT staff that actively scans and protects all systems from malware and spam attacks and notify County when any data is compromised, hacked or otherwise.
 - (c) Contractors must notify the County within 72 hours (3 business days) of any unintended access or attack by providing written electronic correspondence.
 - (d) Contractor must not have an interface with the County, therefore insulating County's systems any threat to Contractor's systems as it pertains to sensitive data will be communicated within 72 hours (3 business days) upon discovery.
 - (e) Contractor must provide a report outlining nature, exactly what data, the individuals involved, and mitigation of the event and any corrective actions put in place to correct and prevent any future unauthorized use or disclosure events. Contractor must initially report the disclosure and/or unauthorized use within the two-day (2) timeframe with an estimated date for the report.

- (f) Contractor must meet regulatory requirements of informing individuals in the event of unauthorized release of personal identifying information.

3. Coroner's Bureau's Requirements:

a. Compliance & Quality Assurance

- (1) Contractor must be in compliance with the guidelines of the Society of Forensic Toxicologists (SOFT) or accredited by ABFT or the College of American Pathologists (CAP).
- (2) Contractor must participate in external drug proficiency testing for drugs of abuse. As indicated by non-compliance results, Contractor shall implement and document corrective actions.

b. Contractor's laboratory must provide written reports in support of accreditation for the Coroner's Bureau upon request.

c. Testing

- (1) Contractor must provide for the routine testing of all ethanol and volatiles, major drugs of abuse, major acidic drugs, and all non-esoteric basic drugs, with the exception of carbon monoxide. Contractor's laboratory shall make every effort to report carbon monoxide testing as soon as possible. Expected turnaround time is 5-10 business days.
- (2) Contractor must have the capability to test various bodily fluids (e.g., blood, saliva, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle, etc.) for the presence or absence of drugs.
- (3) Contractor laboratory must provide forensic support specialists to handle forensic case inquiries such as result status, test ordering, expected turnaround time, adding additional testing to existing cases, appropriate sample requirements, handling and packaging during the following hours: Monday through Friday – 5:00 AM – 5:00 PM (Pacific Time) or via email checked every 30 minutes during support working hours and offer a timed documentable proof of communication.

- (4) Contractor must provide additional toxicologist support to the Coroner's Bureau through Contractor's Toxicologist of Day program by phone Monday through Friday 6:00 AM – 5:00 PM (Pacific Time) and assigned toxicologist shall address inquiries.
- (5) Contractor must provide Public Health Emergency Hotline 24/7 at intended for Public Health Emergencies where Toxicology testing and/or consultation may be required.
- (6) Contractor must provide a basic drug panel of commonly abused drugs such as Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cannabinoids, Cocaine and Metabolites, Ethanol, Methadone, Methamphetamine/MDMA, Opiates/Opioids (including synthetic and semi-synthetic), and Phencyclidine.
- (7) Contractor must provide additional testing options with broader scope of testing than a basic drug panel to test for additional medications, illicit substances, and novel psychoactive substances (NPS).
- (8) Contractor must have a surveillance library of new and emerging compounds that is continuously and regularly updated as needed. Contractor should identify compounds detected within the contractor's surveillance library and County shall be notified if pathologist would like to pursue further testing.

d. Employee Qualifications

- (1) Contractors' laboratories must be under the direction of a person who is qualified by reason of appropriate education and experience to assume the required professional, organizational, education, managerial, and administrative responsibilities. Education and experience must be comparable to those of people certified as Fellow or Diplomate by the ABFT.
- (2) Contractor's chief toxicologist must be assessable to present proof of formal training and experience in forensic toxicology upon request by County. Contractor's chief toxicologist should hold a relevant doctoral degree from an accredited institution. The chief toxicologist shall be certified by ABFT or certified in toxicological chemistry by the American Board of Clinical Chemistry (ABCC) or the international equivalent.

e. Preservation & Chain of Custody

- (1) Contractor must provide various containers, sealers, and additives/preservative ingredients required by the Coroner's Bureau to preserve and identify samples submitted.
- (2) Contractor must keep all samples refrigerated or frozen as directed by laboratory standards.
- (3) Contractors must maintain a strict chain of custody which clearly documents the name, date, and time that laboratory personnel handled, inspected, analyzed, stored, or transported biological samples or evidence which are under Contractor's control from the time biological samples are removed from the Coroner's Bureau and until they are returned to the Coroner's Bureau. All Contractor's laboratory staff handling evidence is documented in Contractor's Laboratory Information Management System (LIMS). A summary of Contractor's process is as follows:

(a) Specimen Receipt/Accessioning Project Management:

Contractor's laboratory shall establish mutually agreeable communication channels with Coroner's Bureau and assign staff members as designated responsible parties.

(b) Supplies and Shipping:

Provide Toxicology Analysis Requisition Forms with fields/areas to include incident case number, first and last name of subject, collection date of samples and the type of samples that are being submitted. The forms also have an area to capture chain of custody information. Sample collection kits can be provided which are specially designed for documentation, packaging, and shipment of legal samples for analysis. Contractor is also able to pick up existing chain of custodies that may already be in use. Contractor shall have a full internal chain of custody established for the parent samples and individual aliquots as they move through the laboratory process. Specimens are to be transported in a tamper proof collection kit (provided by Contractor's laboratory) under full chain of custody by Federal Express (FedEx) standard overnight at no cost to the County. Shipments can be received via FedEx

during the normal business week (Monday – Friday). Upon receipt during the log-in process, the FedEx airbill number associated with each case/sample shall be entered into Contractor's laboratory information system and a copy of the airbill shall be scanned and stored electronically to verify the transfer and receipt of the specimens by Contractor's laboratory.

(c) Sample Log in:

Contractor's laboratory staff must be trained in the appropriate handling of forensic evidence, and each specimen shall be uniquely identified and logged in to the Contractor's Lab LIMS to ensure traceability. Chain of custody shall be maintained for all samples. Laboratory access shall be limited to authorized personnel, and all samples shall be logged in through Contractor's laboratory forensic specimen processing area, secured and with limited staff access. Upon receipt in the Contractor's laboratory, all paperwork shall be closely reviewed for accuracy and completeness, the integrity of the security seal shall be documented, and the internal chain of custody is initiated. Contractor's laboratory internal chain of custody shall follow all samples and aliquots throughout the analysis procedures, storage and/or subsequent return to the client.

- (4) Contractor's laboratory Standard Operating Procedures (SOPs) must support all the activities in the chain-of-custody handling.
- (5) Contractor must preserve all specimens tested for a minimum of one (1) year from test date. Samples shall be appropriately stored to ensure against loss, contamination, or deleterious change. Contractor shall ship requested samples back to ACSO at no additional charge. After the requisite retention period for a sample, the sample may be destroyed with the appropriate chain-of-custody documentation.

E. DELIVERABLES / REPORTS

- 1. Contractor must provide sampling media and collection devices, including but not limited to: glass sample jars, brass/stainless steel tubes and end caps, amber jars, summa canisters, critical flow orifices, tedlar bags, fibers, sorbent tubes, air sampling pumps, timing devices, impinge solutions, and impingers.

2. Sampling labels, sampling tags, chain-of-custody seals, chain-of-custody forms, and analytical result sheets shall also be provided at no charge to the County. There shall be no charge to the County for unused or defective equipment.
3. Contractor must provide pre-paid overnight FedEx pick-up label to County without additional charge. Contractor can pick up shipments from the County site.
4. Contractor's laboratory report must include a case narrative in the beginning page to describe additional comments, additional instructions per County request, events outside of normal procedures, problems or abnormalities during the sample receiving, preparation, analysis and reporting stages. After the case narrative, a sample result summary section must be included that shows analyses that were detected per sample ID. If Contractor includes subcontractors for testing, those results must all be compiled into one standard format, i.e., the subcontractor's report format cannot be in a separate format; it has to be all included in one comprehensive report with those subcontractor results summarized in the sample results section.
5. Contractor's reports must be sent electronically or followed up with a hardcopy report by e-mail to ASCO within 10-14 calendar days.
6. In order to maintain transparency, Contractor invoices shall include line item detail as to the service provided, including but not limited to test type, description and price.

F. BIDDERS CONFERENCE(S)/VENDOR OUTREACH

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

Join:

<https://teams.microsoft.com/meet/27895367362193?p=HDb4dITQxhNTUKc34Z>

Meeting ID: 278 953 673 621 93

Passcode: PQ3qF9JK

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 415-915-3950,,826806968#](#) United States, San Francisco

[Find a local number](#)

Phone conference ID: 826 806 968#

2. Vendor Outreach is usually conducted on Wednesdays at [Vendor Outreach Link](#) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [Upcoming Events](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/].
3. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
4. Bidders Conference(s) will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.
 - b. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
 - c. Provide the County with an opportunity to receive feedback related to this RFP.
5. The Bidders Conference(s) Attendees List will be released in a separate document.
6. Written questions submitted by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
7. Questions regarding these specifications, terms, and conditions are to be submitted in writing through the "Question & Answer" tab of this project in the [County of Alameda Procurement Portal](#) by 5:00 p.m. on the date specified in the Calendar of Events.
8. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process.** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, site visit, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, site visits, and optional vendor interview. The three (3) Bidders

receiving the highest preliminary scores may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.

8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score.** The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for local preference and 5% for either Small and Local or Emerging and Local preference). Proposals will be ranked by their final scores.
 - a. Without Vendor Interview. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the references score added will be the final score.
 - b. With Vendor Interview. In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The

County may award a contract of higher qualitative competence over the lowest priced response.

13. The zero to five-point scale range is defined as follows:

Score	Rating	Description
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable and likely to achieve all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC.
4	Above Average / Good	Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications.

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

<i>Criteria</i>	<i>Description</i>	<i>Weight</i>
A1.	Completeness of Response: Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.	Pass/Fail
A2.	Debarment and Suspension:	Pass/Fail

	Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM .	
B.	Cost: The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost. Cost evaluation points may be adjusted by considering: 1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?). 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided? Is the price affordable to the County, including if costs exceed any budget contained in the RFP?).	20 Points
C.	Key Personnel: 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?	20 Points
D.	Description of Proposed Services: Proposals will be evaluated considering the RFP specifications and the questions below: 1. How well has Bidder demonstrated a thorough understanding of the purpose and scope of the project? 2. How well does the description of proposed services depict a logical approach to fulfilling the requirements of the RFP? 3. How well does the description of proposed services achieve all the requirements in the RFP, including the deliverables and reports the County expects it to provide? 4. How thorough, thoughtful, and relevant is Bidder's plan to collect data to monitor the progress of the proposed services? 5. How well has Bidder identified pertinent issues and potential problems related to the project?	30 Points

E.	References (See Exhibit A – Bid Response Packet)	15 Points
F.	Chain of Custody & Protection of Data: Proposals will be evaluated against the RFP specifications and the questions below: 1. How well does the chain of custody for the toxicology services meet the County's requirements? 2. How well does the Bidder's protection of data meet the County's requirements? 3. How well has the Bidder identified pertinent issues and potential problems related to the project?	15 Points
G.	Vendor Interview Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder's proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview.	Vendor Interview may be used to revise / inform scores of criteria above
	SMALL LOCAL EMERGING BUSINESS PREFERENCE	
	Local Preference: Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%
	Small and Local or Emerging and Local Preference: Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%

I. CONTRACT EVALUATION AND ASSESSMENT

1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
2. The County reserves the right to determine, at its sole discretion, whether:

- a. The Contractor has complied with all terms of this RFP and the contract; and
 - b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

J. NOTICE OF INTENT TO AWARD

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

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

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

K. BID PROTEST / APPEALS PROCESS

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-

Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

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

GSA—Office of Acquisition Policy
ATTN: Contract Compliance Officer
1401 Lakeside Drive, 10th Floor, Oakland, CA 94612
Email: GSA-BidProtests@acgov.org

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

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

- 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, and telephone number of the person submitting the protest on behalf of the protesting party.
 - d. The Contract Specialist will send a notification to Bidders if a protest is received.
2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/ Non-Award will stand.

3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
 - a. The appeal must 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 must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
 - 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 finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.

- f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
4. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. TERM / TERMINATION / RENEWAL

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

M. QUANTITIES

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

N. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.

2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
4. Taxes and freight charges:
 - a. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
 - b. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
 - c. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid proposal.
 - d. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
 - e. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
5. All prices quoted must be in United States dollars.
6. Price quotes must include any and all payment incentives available to the County.
7. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

O. AWARD

1. Most Responsive and Responsible Bidder(s)

- a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
 - c. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
2. Small Local Emerging Business (SLEB) Program
- a. 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.
 - b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
 - (1) [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)
[<http://acgov.org/auditor/sleb/overview.htm>]; and
 - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 541380, and 621511.
 - d. 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.
 - e. 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.

- f. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.
- g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

3. County Rights

- a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the County.
- b. Any bid proposals that contain false or misleading information may be disqualified by the County.
- c. The County reserves the right to award to a single or multiple Contractors.
- d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
- e. The County has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board approval to award a contract is required.
- b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
- c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the [Exceptions and Clarifications](#) form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[Alameda County Standard Services Agreement Template](https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3)

[\[https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3\]](https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3)

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

P. METHOD OF ORDERING

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

Q. INVOICING

1. Contractor must invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
5. Contractor must utilize a standardized invoice format upon request.
6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.

7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

R. ACCOUNT MANAGER / SUPPORT STAFF

1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the department to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

III. INSTRUCTIONS TO BIDDERS

S. COUNTY CONTACTS

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

K. Handy, Procurement & Contracts Specialist
Alameda County, GSA-Procurement

1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Email: k.handy@acgov.org
Phone: (510) 208-9644

4. The GSA Contracting Opportunities website and [County of Alameda Procurement Portal](#) will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [Alameda County Current Contracting Opportunities](#) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] and [County of Alameda Procurement Portal](#) [<https://procurement.opengov.com/portal/acgov/>] to view the posting for this RFP and other current contracting opportunities..

T. SUBMITTAL OF PROPOSALS

1. Document Submittal
 - a. All proposal documents must be completed, successfully uploaded, and submitted online through [County of Alameda Procurement Portal](#) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the [County of Alameda Procurement Portal](#) will not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
 - b. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20 MB or less.
 - c. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
 - d. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County's website at [Alameda County Proprietary and Confidential Information Policies](#) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].

- e. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
- f. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form(s) in [County of Alameda Procurement Portal](#).

2. Submissions Processes

- a. All costs required for the preparation and submission of a proposal must be borne by the Bidder.
- b. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
- c. The final award information will be posted on the County’s “Contracting Opportunities” website and [County of Alameda Procurement Portal](#).
- d. The County reserves the right to reject any proposal.
- e. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.

3. Legal Requirements

- a. “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”. (California Government Code Section 4552).
- b. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth

in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.

- c. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).



EXHIBIT A

BID RESPONSE PACKET

INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the [County of Alameda Procurement Portal](#) as part of Bidder's proposal.
 - a. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
 - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
 - c. Exhibit A – Bid Response Packet, [Small Local Emerging Business \(SLEB\) Information Sheet](#)
 - (1) [Must be signed by Bidder](#)
 - (2) [Must be signed by SLEB Partner](#) if subcontracting to a SLEB
5. Each page of the Bid Response Packet must be submitted through the [County of Alameda Procurement Portal](#) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
7. Excel Bid Form must be submitted online through the [County of Alameda Procurement Portal](#).

8. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
9. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the [Exceptions and Clarifications](#) form of the Bid Response Packet.
10. Bidders must read all information and follow directions in the [County of Alameda Procurement Portal](#) project.
11. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
12. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



COUNTY OF ALAMEDA

EXHIBIT A

BID RESPONSE PACKET

RFP No. 902744

**Forensic Toxicology Testing Services for
Coroners' Bureau**

BIDDER INFORMATION

Official Name of Bidder (Company):

Street Address Line 1:

Street Address Line 2:

City:

State:

Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Partnership

☐ Limited Liability Partnership

☐ Limited Liability Corporation

☐ Sole Proprietor

☐ Non-Profit

☐ Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:

Alternate Number:

Email Address:

BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - a. **General Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)
 - b. **Debarment & Suspension Policy**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-debarment-suspension-policy/)
 - c. **Iran Contracting Act (ICA) of 2010**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
 - d. **General Environmental Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
 - e. **Alameda County SLEB Program Overview**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - f. **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
 - g. **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
5. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
7. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
8. 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 of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
9. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ **DATE:** _____

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Response on the signature portion thereof will also constitute the signature of this Certification.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ **DATE:** _____

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

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

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

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

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, GSA-OAP@acgov.org.

For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, OCCR@acgov.org, (510) 891-5500.

SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

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

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

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

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

☐ **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**

SLEB BIDDER Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

NAICS Codes Included in Certification:

OR

☐ **BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT % WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:**

SLEB Subcontractor Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification:

SLEB Subcontractor Principal Name:

SLEB Subcontractor Principal Signature: 

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

Prime Bidder Authorized Signatory Name/Title: _____ / _____

Street Address: _____ **City** _____ **State** _____ **Zip Code** _____

Bidder Signature:  _____ **Date:** _____

BIDDER MINIMUM QUALIFICATIONS

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

- a. Bidder is to provide documentation or certify that they have been regularly and continuously engaged in the business of providing forensic toxicology testing services for at least ten (10) years and is currently engaged in the business of providing forensic toxicology services.

RESPONSE

- b. Bidder must submit a copy of their certification from the American Board of Forensic Toxicology (ABFT), the College of American Pathologists (CAP), a state reference laboratory, or another major accreditation body acceptable to the National Association of Medical Examiners (NAME).

RESPONSE

- c. Bidder must certify that they possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

RESPONSE

Maximum Length: None

BID FORM

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

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

Bid proposals that do not comply may be rejected.

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

Quantities listed on [County of Alameda Procurement Portal](#) **Excel Bid Form** are estimates only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If the services are to be provided to the County at no cost, enter "0" in the unit rate cell, do not leave the cell blank. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the [County of Alameda Procurement Portal](#), Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the [County of Alameda Procurement Portal](#) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

TABLE OF KEY PERSONNEL

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

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

1. The person's relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
3. The person's role in connection with the RFP and any awarded contract.
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.
6. Do the individuals assigned to the project have experience on similar projects?

RESPONSE

7. How extensive is the applicable education and experience of the personnel designated to work on the project?

RESPONSE

If a Bidder collaborates with any other partners or subcontractors, the Bidder must identify all key personnel, subcontractors, subcontractor qualifications, and how they plan to work together. Bidder must identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.

Maximum Length: There is no limit to the table.

DESCRIPTION OF PROPOSED SERVICES

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

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

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

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

RESPONSE

2. How well has Bidder demonstrated a thorough understanding of the purpose and scope of the project?

RESPONSE

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

RESPONSE

4. How well does the description of proposed services depict a logical approach to fulfilling the requirements of the RFP?

RESPONSE

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

RESPONSE

6. How well does the description of proposed services achieve all the requirements in the RFP, including the deliverables and reports the County expects it to provide?

RESPONSE

7. How thorough, thoughtful, and relevant is Bidder's plan to collect data to monitor the progress of the proposed services?

RESPONSE

8. How well has Bidder identified pertinent issues and potential problems related to the project?

RESPONSE

9. How well has Bidder addressed culturally appropriate services; including accommodations for language and/or cultural differences?

RESPONSE

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

RESPONSE

Maximum Length: None.

CHAIN OF CUSTODY & PROTECTION OF DATA

Instructions: Please provide detailed steps for Custody and Integrity that will be incorporated into the contract awarded.

1. Describe the chain of custody for the toxicology services to meet the County's requirements?

RESPONSE

2. Describe the Bidder's protection of data that will meet the County's requirements?

RESPONSE

3. Describe any potential issues/problems that may arise that can be identified and prevented a head of time.

RESPONSE

Maximum Length: None.

REFERENCES

Instructions: On the following pages are the templates that Bidders are to use for providing references. Bidders are to provide a list of five (5) total references, three current and two former references. References must be satisfactory as deemed solely by County.

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

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

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

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

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

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

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

REFERENCES

RFP No. 902744

Forensic Toxicology Testing Services for Coroner's Office

Bidder Name: _____

CURRENT

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

FORMER

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

*Use additional pages as necessary

EXCEPTIONS AND CLARIFICATIONS

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

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

Reference to:	Description
Page No. / Section / Item No.	

*Use additional pages as necessary

INSURANCE REQUIREMENTS

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

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

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

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

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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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 (with pollution liability coverage) 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 or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
F	Pollution and Environmental Liability	\$1,000,000 per occurrence

F**Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
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.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.