COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902773

for

Medical Oversight Services

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

Contact Person: C.Chan

Phone Number: (510) 208-9623

Email Address: C.Chan@acgov.org

General Services Agency (GSA) – Procurement

RESPONSE DUE
by
2:00 p.m.
on
October 19, 2026
through
Alameda County, GSA-Procurement
County of Alameda Procurement Portal
https://procurement.opengov.com/portal/acgov

Alameda County SUSTAINABILITY Local Action, Global Impact.

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CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902773
MEDICAL OVERSIGHT SERVICES

EVENT	DATE/LOCATION
Request Issued	**September 18, 2026**
Networking/Bidders Conference	**September 24, 2026 @ 10:30 AM** ***TO ATTEND ONLINE*:** RFP 902773 Bidders Conference Meeting ID: 296 526 609 722 519 Passcode: 3YQ7ej2F **Dial in by phone** +1 415-915-3950,,263155257# Phone conference ID: 263 155 257# **Join on a video conferencing device** Tenant key: alamedacountyca@m.webex.com Video ID: 112 023 114 6
Written Questions Due via the "Question & Answer" tab of this project in the County of Alameda Procurement Portal	**September 25, 2026 by 5:00 p.m.**
List of Attendees	**September 29, 2026**
Questions & Answers Issued	**October 6, 2026**
Addendum Issued [only if necessary to amend RFP]	**October 6, 2026**
Response Due and Submitted through County of Alameda Procurement Portal	**October 19, 2026 by 2:00 p.m.** **Followed immediately by online Public Bid Opening which can be joined here:** RFP 902773 Public Bid Opening Meeting ID: 229 955 706 899 849 Passcode: RQ6NZ2Hr **Dial in by phone** +1 415-915-3950,,8633116# Phone conference ID: 863 311 6# **Join on a video conferencing device**

	Tenant key: alamedacountyca@m.webex.com Video ID: 118 111 136 7
Evaluation Period	**October 19, 2026 – November 20, 2026**
Optional Vendor Interviews	**Week of October 19, 2026**
Notice of Intent to Award Issued	**November 24, 2026**
Board Consideration Award Date	**January 12, 2027**
Contract Start Date	**October 1, 2027**

NOTE: All dates are tentative and subject to change.

Alameda County Vendor Outreach

Wednesday, September 23, 2026 10:30 a.m. – 11:30 a.m. ***TO ATTEND ONLINE:*** **Vendor Outreach** Call-in: +1 415-915-3950 Conference ID: 504 517 635#	***COME MEET ALAMEDA COUNTY'S PROCUREMENT TEAM!*** This public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. These are conducted on most Wednesdays. Dates and locations can be confirmed by checking at **Upcoming Events** [https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/]

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902773
SPECIFICATIONS, TERMS & CONDITIONS
for
MEDICAL OVERSIGHT SERVICES

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EXHIBIT A **Bid Response Packet**

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe medical oversight services being requested by the County.

The County intends to award a three (3)-year contract (with the option to renew 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

The Alameda County Fire Department (ACFD) is seeking a qualified licensed medical provider to provide medical oversight services to ensure compliance with California code of Regulations, Title 22, Division 9, and Alameda County Emergency Medical Services (EMS) Agency requirements governing Advanced Life Support (ALS) programs.

Services include oversight of the Department's controlled substance program, review of patient care reports and clinical quality indicators, consultation on infection control and exposure management, participation in EMS education and training oversight, and advisory support for EMS quality improvement initiatives.

ACFD continues to meet state and local EMS regulatory requirements and supports the safe and effective delivery of prehospital advanced life support services to the communities served.

Contractor will provide medical oversight services that ensure the Alameda County Fire Department maintains compliance with all applicable Federal, State, local, and Alameda County EMS Agency requirements governing the First Responder Advanced Life Support (FRALS) Program while promoting continuous quality improvement, patient safety, clinical excellence, and regulatory readiness.

Contractor will also provide continuous, qualified, timely, secure, and documented physician oversight that keeps ACFD's First Responder Advanced Life Support (FRALS)/ALS programs inspection-ready and compliant; identifies and escalates clinical and regulatory risks; produces accepted reports and actionable quality-improvement recommendations by required deadlines; and supports measurable improvement in protocol adherence, documentation quality, medication accountability, workforce competency, and patient safety.

C. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

a. Bidder must be regularly and continuously engaged in the business of providing medical oversight services for at least five (5) years, which must be clearly stated or demonstrated in the bid response.

b. 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 provide medical oversight services which ensure the Alameda County Fire Department maintains compliance with all applicable Federal, State, local, and Alameda County EMS Agency requirements governing the First Responder Advanced Life Support (FRALS) Program while promoting continuous quality improvement, patient safety, clinical excellence, and regulatory readiness.

2. Contractor must provide a California-licensed Medical Doctor (M.D.) or Doctor of Osteopathic Medicine (D.O.) who is Board Certified in Emergency Medicine, ideally with certification in Emergency Medical Services (EMS), as the assigned physician appointed as the ACFD representative providing medical oversight and at least one County-approved backup. Contractor must ensure that its designated physician performs the required services and provides the required deliverables. Bidder must provide proof of licensure and board certification in Exhibit A – Bid Response Packet.

3. The designated physician and the County-approved backup must each maintain active, unrestricted California physician licensure, the required emergency-medicine board certification, applicable DEA registration for assigned duties, and all other required credentials throughout service.

4. Provide Medical Oversight for Submission of Required Alameda County Emergency Medical Services Division (ALCO EMS) Documentation:

a. Contractor's designated physician must review and monitor emergency medical calls by reviewing Patient Care Reports to ensure that the appropriate medical protocols are followed.

b. Contractor's designated physician must review all ALCO EMS Agency field forms (i.e., intubation and cardiac arrest forms) that are forwarded to the Contractor for review from the ACFD Medical Services (MS) Division.

c. Contractor's designated physician must review Quarterly Reports (i.e., intubation and cardiac arrest field reports) and prepare Quarterly Reports for submission to the ALCO EMS Agency.

d. Contractor's designated physician must complete reviews of Patient Care Reports and other clinical documentation identified by ACFD within ten (10) business days following receipt unless otherwise requested by ACFD due to operational necessity.

e. Contractor's designated physician must provide written recommendations identifying protocol variances, educational opportunities, quality improvement recommendations, and corrective actions when deficiencies are identified.

5. Provide Quality Improvement to Paramedic Program:

a. Contractor's designated physician must be familiar with requirements for paramedic programs as set forth in California Code of Regulations, Title 22, Division 9, and Chapter 4, and must make recommendations to improve the quality of the paramedic program in accordance with those regulatory requirements. These requirements can be found online at:

https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I5A6EBE30D4C011DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)&bhcp=1

and the Policy and Skills Competency Requirements can be found online at:

http://ems.acgov.org/ems-assets/docs/Documents-Forms/Policy_skills_competency%202000%209-27-18%20FINAL.pdf

b. Contractor's designated physician must oversee the effectiveness of the emergency medical service delivery. All charts flagged for first Quarter through ALCO EMS designated program must be reviewed and documented written feedback must be given to the providers.

c. Contractor's designated physician must be available to attend annual meetings, in-person and online, to review the Department's EMS Quality

Assurance (QA) Plan prior to submission to ALCO EMS QA Program Manager.

(1) In-person meetings are held at Fire Administration (6363 Clark Avenue, Dublin, CA 94568).

(2) Online meetings are held via Microsoft Teams. Meeting information will be provided prior to each meeting.

d. Contractor's designated physician must perform ongoing analysis of clinical trends and identify recurring operational or clinical issues affecting patient care.

e. Contractor's designated physician must recommend evidence-based improvements to clinical protocols, documentation practices, training, and operational procedures.

f. Contractor's designated physician must assist ACFD in developing corrective action plans when recurring deficiencies or compliance issues are identified.

g. Contractor's designated physician must monitor the effectiveness of implemented corrective actions and recommend additional improvements as appropriate.

6. Provide Medical Oversight to Public Access Defibrillation (PAD):

a. Contractor's designated physician must be familiar with the requirements for PAD.

b. Contractor's designated physician must oversee ACFD's external defibrillation projects, using Contractor's best efforts and professional judgment to ensure that ACFD meets all mandates and requirements for PAD, in accordance with California Code of Regulations, Title 22, Division 9, Chapter 1.5. These requirements can be found online at:

California Code Regulations

c. Contractor's designated physician must review PAD program compliance annually and provide recommendations for improvements to equipment deployment, program administration, training, and regulatory compliance.

7. Complete required Medical Oversight for ACFD approved Pre-Hospital Required Core Courses:

a. Contractor's designated physician must provide medical oversight for all Alameda County Emergency Medical Services Agency of required core certification and recertification courses for all ACFD Advanced Life Support (ALS) Providers.

b. Contractor's designated physician must maintain personal physician level certification for all ALCO EMS Agency required core courses as required by the certifying body.

c. Contractor's designated physician must review and approve course curricula, lesson plans, clinical content, skills objectives, testing materials, and competency-evaluation methods before course delivery.

d. Contractors designated physician must confirm the course content complies with current Alameda County EMS Agency policies, California EMS Authority requirements, applicable statutes and regulations, certifying-body standards, and accepted prehospital clinical practices.

e. Contractor's designated physician must assist with clinical education planning related to protocol changes, quality improvement findings, and identified educational needs.

8. Provide Medical Oversight to Controlled Substances and Medications Program:

a. Contractor's designated physician must oversee ACFD's Controlled Substances program as required for ACFD to maintain a First Responder Advanced Life Support (FRALS) Program.

b. Contractor's designated physician must facilitate the purchase of controlled substances and any other medications requested by ACFD for the performance of its duties in accordance with applicable law and professional standards.

c. Contractor's designated physician must maintain a current and valid license from U.S. Department of Justice Drug Enforcement Administration (DEA).

d. ACFD will notify Contractor in the event of any DEA or other investigation or action with respect to such services.

e. Contractor's designated physician must conduct an annual review of ACFD's Controlled Substance Program and provide written recommendations for improving accountability, security, inventory controls, and regulatory compliance.

f. Contractor's designated physician must immediately notify ACFD of any identified compliance concern that may affect DEA registration or

controlled substance management.

g. Contractor's designated physician must cooperate with ACFD during DEA inspections, audits, or investigations related to the Controlled Substance Program.

9. Provide Medical Oversight for the Purchase of Medical Devices:

a. Contractor's designated physician must review proposed medical equipment purchase for clinical appropriateness, compatibility with EMS protocols, patient safety, and regulatory compliance of ACFD's purchase of medical devices by actively participating in ACFD's EMS Medical Equipment Renew Committee.

b. Contractor's designed physician must propose medical equipment from a clinical perspective and provide recommendations supporting patient care effectiveness, provider safety, and regulatory compliance.

10. Provide Medical Oversight of Infection Control Program/Policy and Consultation:

a. Contractor's designated physician must be and must remain knowledgeable of all policies and procedures pertaining to hazardous exposure and infection control at the Local, State (Cal Occupational Safety and Health Administration [OSHA]) and Federal OSHA levels.

b. Contractor's designated physician must be and must remain willing and able to provide consultations to any member of the ACFD affected by such exposure.

c. Contractor's designed physician must annually review infection control policies and recommend revisions based upon current federal, State, EMS Agency, CDC, and OSHA guidance.

d. Contractor's designed physician must provide consultation following significant exposure events when requested by ACFD. The consultation record must state the request time, response time, guidance given, referrals/escalation, and follow-up, while avoiding direct treatment under this Agreement.

11. Participate with medical course instruction, acquiring and maintaining certification in all fields in which Contractor is providing instructions:

a. Contractor's designated physician must provide classroom instruction at least once per month.

b. Contractor's designated physician must assist ACFD in the acquisition of any required certification or status necessary to provide instruction for any selected courses, i.e. American Heart Association Training Center, State Certified EMT and/or Paramedic Training Center, etc.

12. Attend ACFD MS Division meetings:

a. Contractor's designated physician must attend meetings, in-person or online, at a minimum of once per quarter.

(1) In-person meetings are held at Fire Administration (6363 Clark Avenue, Dublin, CA 94568).

(2) Online meetings are held via Microsoft Teams. Meeting information will be provided prior to each meeting.

b. Contractor's designated physician must serve in an advisory capacity for any agenda items concerning matters within the Contractor's scope of work and expertise.

c. Contractor's designated physician must provide recommendations and follow-up actions resulting from meetings when requested by ACFD.

13. Contractor designated physician must identify recurring protocol deviations, documentation deficiencies, medication errors, equipment issues, or training needs and provide written recommendations for corrective action.

14. Continuity of Services

a. Contractor must provide written notice at least thirty (30) calendar days advance notice of replacing the designated physician whenever practicable, an immediate interim-coverage plan for unplanned absence, and uninterrupted coverage of time-sensitive obligations. Replacement physician must possess qualifications equal to or greater than those specified in this RFP.

b. County reserves the right to approve replacement physician prior to assignment.

15. Contractor must notify the ACFD in writing within one (1) business day of any circumstance that may affect Contactor's ability to perform the required Services, including but not limited to license suspension, disciplinary action, U.S. Department of Justice Drug Enforcement Administration (DEA) registration issues, or prolonged physician unavailability.

16. The Contractor's designated physician to provide medical oversight services under this Agreement must not provide, and ACFD must not request that physician provide, any direct patient care or treatment services under this Agreement.

17. Contractor must maintain sufficient records documenting all services performed under this Agreement.

18. Contractor must cooperate with County audits, program reviews, regulatory inspections, and requests for documentation.

19. Contractor must maintain confidentiality of all patient information and comply with HIPAA and all applicable privacy laws.

20. Contractor must notify the County of any suspected security incident or breach within two hours of discovery.

E. DELIVERABLES / REPORTS

1. Contractor's designated physician must submit timesheets in correlation to ACFD's payroll periods stating the dates, hours, and scope of work performed.

2. Contractor's designated physician must submit a current Controlled Substance Registration Certificate from the DEA by the applicable annual renewal deadline, based on the designated physician's license cycle or expiration date.

3. Contractor's designated physician must prepare Quarterly Reports (i.e., intubation and cardiac arrest field reports) for submission to the ALCO EMS Agency.

4. Contractor's designated physician must submit a Quarterly Quality Improvement, concurrent with required quarterly reporting, that includes:

    a. Number of Patients Care Reports reviewed
    b. Significant clinical findings
    c. Educational recommendations
    d. Quality improvement initiatives
    e. Corrective actions recommended
    f. Status of previously identified issues
    g. Recommendations for improving EMS operations

5. Contractor's designated physician must submit an Annual Medical Oversight Report, within thirty (30) calendar days following the end of each Contract year, summarizing:

a. Medical oversight activities
b. Quality improvement initiatives
c. Controlled Substance Program oversight
d. Infection Control Program activities
e. EMS education support
f. Significant accomplishments
g. Program risks
h. Recommendations for future improvements

6. Contractor's designated physician must submit written summaries of committee meetings attended on behalf of ACFD when requested by the County, within five (5) business days following the meeting. Meeting summaries must identify:

a. Issued discussed
b. Decision made
c. Action items
d. Recommendations
e. Follow-up activities

8. Contractor's designated physician must maintain and provide each educational activity provided and upon request, that includes:

a. Training date
b. Topic presented
c. Attendance records
d. Educational materials
e. Recommendations for future training

9. Contractor's designated physician must maintain performance metrics demonstrating contract performance, the County may request these metrics at any time during the Contract term, including, at a minimum:

a. Number of clinical chart reviews completed
b. Number of physician consultations provided
c. Number of meetings attended
d. Number of training sessions conducted
e. Number of quality improvement recommendations issued
f. Timelines of required reports
g. Status of corrective action recommendations

10. Contractor must correct a rejected or deficient deliverable within five business days, or sooner when necessary to meet a regulatory deadline, at no additional cost. Acceptance does not waive latent defects or compliance obligations.

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:

RFP 902773 Bidders Conference
Meeting ID: 296 526 609 722 519
Passcode: 3YQ7ej2F

Dial in by phone
+1 415-915-3950,,263155257#
Phone conference ID: 263 155 257#

Join on a video conferencing device
Tenant key: alamedacountyca@m.webex.com
Video ID: 112 023 114 6

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/].

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, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and optional vendor interview. The five (5) 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:

Criteria	*Description*	*Weight*
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:** 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.	Pass/Fail
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?).	15 Points
C.	**Description of Proposed Services:** Proposals will be evaluated considering the RFP specifications and the questions below: 1. How well does the Bidder describe the physician's overall approach to providing comprehensive Medical Oversight services, including how the proposed approach supports ACFD's clinical operational, regulatory, patient-safety, and quality-improvement objective? 2. How effectively does the Bidder address the required Medical Oversight Services, including:	30 Points

	• EMS Quality Assurance (QA)/Quality Improvement (QI) • Patient Care Report review • ALCO EMS Agency reporting • Public Access Defibrillation • Controlled Substance and Medications Program • Infection Control • Medical Equipment • EMS education • Quarterly meetings • Annual program reviews • Required reports and deliverables 3. How well does the Bidder describe its methods for: • Maintaining regulatory and clinical compliance Reviewing clinical documentation • Identifying protocol or performance deficiencies • Monitoring clinical trends • Developing quality improvement recommendations • Monitoring corrective actions through completion 4. How well does the Bidder demonstrate its ability to timely complete required deliverables, reports, physician consultations, meetings, and committee participations, while maintaining effective communication and responsiveness with ACFD? 5. How well does the Bidder describe its approach to maintaining contract performance, complete and accurate documentation, service continuity, and physician availability, including contingency and succession planning the designated physician? 6. How well does the Bidder demonstrate its approach to using data, performance metrics, clinical trend analysis, and quality improvement activities to	

	improve EMS clinical performance and support continuous regulatory compliance?	
D.	**Relevant Experience:** Proposals will be evaluated, including considering the RFP specifications and the questions below: 1. To what extent does the Bidder and proposed physician relevant experience providing Medical Oversight Services for fire departments, EMS agencies, or public safety organizations, including experience comparable to ACFD's FRALS/EMS environment? 2. How well does the Bidder demonstrate relevant with Patient Care Report and clinical documentation review, EMS QA/QI programs, performance monitoring, clinical trend analysis, provider feedback, and continuous improvement? 3. How well does the Bidder and proposed physician demonstrate relevant experience with regulatory compliance, including California Title 22, Local EMS Agency requirements, DEA requirements, and OSHA infection control requirements, as well as regulatory inspections, audits, accreditation reviews, or investigations? 4. How relevant is the Bidder and proposed physician experience with Public Access Defibrillation, medical equipment oversight, infection control and occupational exposure consultation, EMS education and instruction, and related physician oversight responsibilities? 5. How well does the Bidder demonstrate relevant experience with Controlled Substances and Medications Programs, continuity of physician oversight, and preparation of required clinical, regulatory, quality-improvement, and contract reports and documentation?	25 Points
E.	**Understanding of the Project:** Proposals will be evaluated considering the RFP specifications and the questions below:	

	1. How well does the Bidder demonstrate a clear understanding of ACFD's Medical Oversight needs and the designated physician's role in supporting the Department's clinical, operational, regulatory, patient-safety, and quality-improvement objectives? 2. How well does the Bidder demonstrate an understanding of Patient Care Report review, ALCO EMS field documentation, QA/QI responsibilities, clinical trend analysis, and the use of performance information to improve EMS operations and patient care? 3. How well does the Bidder demonstrate knowledge of applicable federal, State, and local EMS requirements, including California Title 22, Alameda County EMS Agency requirements, DEA requirements, and OSHA infection control requirements, and the related reporting and compliance responsibilities? 4. How well does the Bidder demonstrate an understanding of the physician's role in Public Access Defibrillation, medical equipment oversight, infection control, EMS education, and Controlled Substances and Medications Program oversight? 5. How well does the Bidder demonstrate an understanding of the County's expectations regarding service continuity, physician availability, communication, required deliverables, contract performance, audits or reviews, identification of emerging risks, and continuous improvement?	15 Points
G.	**References (See Exhibit A – Bid Response Packet)**	15 Points
H.	**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%

H. 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.

I. 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.

J. 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.

K. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this RFP, will be three (3) years.

2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two (2) years.

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.

L. QUANTITIES

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

M. 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.

N. 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]; and

(2) **Alameda County SLEB Program Additional Information** [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): 541690 and 621999.

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]

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

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.

O. 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.

P. 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.

Q. ACCOUNT MANAGER / SUPPORT STAFF

1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.

2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.

3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the Alameda County Fire 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

R. 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:

   C. Chan, Procurement & Contracts Specialist
   Alameda County, GSA-Procurement
   1401 Lakeside Drive, 10th Floor
   Oakland, CA 94612
   Email: C.Chan@acgov.org
   Phone: (510) 208-9623

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..

S. 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-bidding-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 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. Bid pricing 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. 902773

Medical Oversight Services

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/]

   b. **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/]

   d. **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]

   f. **Alameda County SLEB Program Additional Information** [https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/]

   g. **First Source**
   [http://acgov.org/auditor/sleb/sourceprogram.htm]

   h. **Online Contract Compliance System**
   [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/APP/].**

☐ **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 regularly and continuously engaged in the business of providing medical oversight services for at least five (5) years.

RESPONSE:

b. Bidder is to 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: 2 pages

PRICING PROPOSAL

Instructions: Bidder **must** submit pricing in the **County of Alameda Procurement Portal**.

COST MUST BE SUBMITTED AS REQUESTED IN THE County of Alameda Procurement Portal. 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** 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 Price 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.

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

1. The person's relationship with Bidder, including job title and years of employment with Bidder.

2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.

3. Related experience on similar projects, certifications, and merits.

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.)

Name	Title	Telephone	Email Address

Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.

DESCRIPTION OF PROPOSED 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 <u>each item</u> on how they will meet or exceed each requirement listed in:

Section D (SPECIFIC REQUIREMENTS)

Address Items 1 through 20

RESPONSE:

Section E (DELIVERABLES/REPORTS)

Address Items 1 through 9

RESPONSE:

Also,

1. <u>Limitations, Restrictions, and Service Constraints</u>

Identify any limitations, restrictions, assumptions, or operational constraints that could affect the Bidder's ability to provide the required services. Describe the measures the Bidder will take to ensure complete and uninterrupted performance throughout the Contract term.

Any requests for exceptions or clarifications must be identified on the *Exceptions and Clarifications* form.

RESPONSE:

2. <u>Overall Approach to Medical Oversight Services</u>

Describe the Bidder's overall approach to providing comprehensive Medical Oversight Services for a fire-based EMS system. Include:

a. The Bidder's philosophy regarding EMS medical direction and physician oversight.

b. How the proposed physician(s) will collaborate with Alameda County Fire Department leadership, Medical Services staff, EMS personnel, and field providers.

c. How the Bidder will maintain compliance with Alameda County EMS Agency policies and requirements, applicable California EMS laws and regulations, including Title 22, and accepted EMS clinical and industry best practices.

d. How the Bidder's approach will support ACFD's clinical, operational, regulatory, and quality-improvement objectives.

RESPONSE:

3. Delivery of Required Medical Oversight Services

Describe how the Bidder will provide and manage each of the following required services:

- EMS Quality Assurance/Quality Improvement
- Patient Care Report review
- Alameda County EMS Agency reporting
- Public Access Defibrillation oversight
- Controlled Substances and Medications Program oversight
- Infection Control consultation and program/policy review
- Medical Equipment Committee participation
- EMS education and course instruction
- Quarterly ACFD Medical Services Division meetings
- Annual program reviews
- Required regulatory, clinical, and contract reports and deliverables

For each applicable service, describe the proposed physician's role, approach, and method for ensuring timely and effective completion.

RESPONSE:

4. Regulatory Compliance, Clinical Review, and Quality Improvement

Describe the methods the Bidder will use to:

- Maintain compliance with applicable California EMS laws and regulations, including Title 22
- Maintain compliance with Alameda County EMS Agency policies, protocols, and requirements
- Review Patient Care Reports and other clinical documentation
- Identify clinical or protocol deviations, documentation deficiencies, medication errors, equipment issues, and training needs
- Monitor clinical performance and trends
- Develop quality-improvement recommendations
- Participate in clinical review, remediation, and investigation when appropriate
- Develop and monitor corrective actions through resolution and documented completion

RESPONSE:

5. Contract Performance, Service Continuity, and Physician Availability

Describe the Bidder's approach to maintaining contract performance, complete and accurate documentation, service continuity, and physician availability throughout the Contract term.

Include contingency and succession plans for maintaining Medical Oversight Services and replacing or providing coverage for the designated physician when necessary, including during absences, emergencies, vacancies, or other circumstances that could affect service delivery. Describe how the Bidder will ensure compliance with the required notice and County approval provisions for physician replacement or coverage.

6. Deliverables, Communication, and Responsiveness

Describe how the Bidder will ensure timely completion of all required deliverables, reports, physician consultations, meetings, and committee participation throughout the Contract term.

Include the Bidder's approach to communicating with ACFD regarding:

- Routine operational and administrative requests
- Urgent clinical matters
- Regulatory or compliance issues
- Patient-care or provider-performance concerns
- Emerging EMS issues
- Recommendations for clinical, operational, or program improvements

Also describe the Bidder's approach to maintaining complete documentation, responding to County requests for information, and correcting rejected or deficient deliverables within the required timeframe and at no additional cost.

RESPONSE:

7. Data, Clinical Performance, and Continuous Improvement

Describe how the Bidder will use EMS data, performance metrics, clinical trend analysis, Patient Care Report review, and quality-improvement activities to evaluate and improve EMS clinical performance.

Include how findings will be communicated to ACFD, incorporated into quality-improvement activities, used to identify emerging risks or trends, and used to support continuous regulatory compliance and improvements in patient care.

RESPONSE:

8. Patient Confidentiality, Information Protection, and Audit Compliance

Describe the Bidder's approach to maintaining patient confidentiality, safeguarding protected health information and other sensitive information, cooperating with County audits, program reviews, and

regulatory inspection, and ensuring compliance with HIPAA and all applicable privacy, confidentiality, and information-security requirements.

Include the Bidder's process for identifying and notifying the County of suspected or confirmed security incidents or breaches in accordance with the Contract requirements.

RESPONSE:

Maximum Length: 5-20 pages

CREDENTIALS

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

1. Bidder is to provide proof of licensure and board certification of a California-licensed Medical Doctor (M.D.) or Doctor of Osteopathic Medicine (D.O.) who is Board Certified in Emergency Medicine, ideally with certification in Emergency Medical Services (EMS), as the assigned physician appointed as the ACFD representative providing medical oversight.

DESCRIPTION OF RELEVANT EXPERIENCE

Instructions: Bidder is to provide a **Description of Relevant Experience**.

The *Relevant Experience* must describe the following details:

1. Describe Bidder's experience providing Medical Oversight Services for fire departments, EMS agencies, or public safety organizations. Include the number of years providing these services, the type of agencies served, and scope of medical oversight responsibilities, and experience maintaining continuity of physician oversight during absences, staff transitions, or other operational disruptions.

   RESPONSE:

2. Describe Bidder's experience reviewing Patient Care Reports (PCRs), EMS documentation, and agency field forms, and developing, implementing, or managing EMS Quality Assurance/Quality Improvement (QA/QI) programs. Include experience conducting chart reviews, providing feedback to providers, identifying clinical and performance trends, using performance metrics or data analysis, and recommending improvements to clinical performance or patient care.

   RESPONSE:

3. Describe Bidder's experience ensuring compliance with applicable federal, State, and local regulations governing EMS systems, including California Title 22 regulations, Local EMS Agency requirements, DEA regulations related to controlled substances, and OSHA infection control standards. Include experience supporting regulatory inspections, audits, accreditation reviews, or compliance investigations.

   RESPONSE:

4. Describe Bidder's experience providing physician oversight for Public Access Defibrillation (PAD) programs, EMS medical equipment evaluation and selection, and infection control or occupational exposure programs. Include experience with regulatory compliance, program or policy review, equipment evaluation, and consultation following hazardous or infectious exposures.

   RESPONSE:

5. Describe Bidder's experience providing physician oversight and instruction for EMS education programs, including Advanced Life Support (ALS) courses, continuing education, certification programs, protocol training, and skills competency evaluations.

   RESPONSE:

6. Describe Bidder's experience overseeing Controlled Substances and Medication Programs for EMS agencies. Include your experience with DEA registration and compliance, medication

procurement, auditing, inventory controls, medication security, and related regulatory requirements..

RESPONSE:

7. Describe Bidder's experience preparing and maintaining reports and documentation required by EMS agencies, regulatory authorities, or public safety organizations, including quarterly quality reports, committee reports, compliance reports, annual program reviews, performance metrics, corrective-action documentation, or other medical oversight documentation.

RESPONSE:

Maximum Length: 5-10 pages

UNDERSTANDING OF THE PROJECT

Instructions: Bidder is to provide an **Understanding of the Project**.

The *Understanding of the Project* must describe the following details:

1. Describe Bidder's understanding of the Medical Oversight Services required under this contract and the role of the designated physician in supporting Alameda County Fire Department's EMS system. Explain how Bidder's approach will support clinical excellence, patient safety, regulatory compliance, and continuous quality improvement.

   RESPONSE:

2. Describe Bidder's understanding of the physician's responsibilities for reviewing Patient Care Reports (PCRs), ALCO EMS field forms, "First Pass" charts, and other clinical documentation. Include Bidder's approach to monitoring protocol compliance, identifying trends, and emerging risks, providing feedback to EMS personnel, using performance metrics, recommending improvements, and supporting ACFD's QA/QI program and annual QA Plan review.

   RESPONSE:

3. Describe how Bidder will ensure compliance with all applicable federal, State, and local laws, regulations, policies, and EMS standards, including California Title 22, Alameda County EMS requirements, DEA regulations, and OSHA infection control requirements. Include Bidder's approach to monitoring regulatory changes, preparing required reports, maintaining contract documentation, and cooperating with County audits, program reviews, or regulatory inspections.

   RESPONSE:

4. Describe Bidder's understanding of the physician's role in overseeing the ACFD's Public Access Defibrillation (PAD) Program, medical equipment evaluation process, and Infection Control Program.. Include how Bidder will support regulatory compliance, participate in medical equipment committees, evaluate equipment from a clinical perspective, and provide consultation following hazardous or infectious exposures.

   RESPONSE:

5. Describe Bidder's approach to providing physician oversight for Advanced Life Support (ALS) providers and required EMS core courses. Include how Bidder will maintain required certifications, provide required classroom instruction, support continuing education, review clinical educational content, and promote provider clinical competency.

   RESPONSE:

6. Describe Bidder's understanding of and approach to physician oversight of ACFD's Controlled Substances and Medications Program, including medication procurement, DEA compliance,

controlled substance accountability, inventory and security controls, and coordination with ACFD to maintain compliant and uninterrupted program operations.

RESPONSE:

7. Describe Bidder's understanding of the County's expectations for maintaining continuous physician oversight and effective contract performance throughout the Contract term Include Bidder's approach to physician availability and succession planning, communication with ACFD, timely completion of required services and deliverables, performance monitoring, and identification and communication of clinical, regulatory, or operational concerns that may affect service delivery. the County regarding physician availability.

RESPONSE:

Maximum Length: 5-10 pages

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) references (two (2) Current and three (3) Former). 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 have provided goods and/or services for the three (3) former references within the last five (5) 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. 902773

Medical Oversight Services

Bidder Name:_____

Two (2) Current

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

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

Three (3) Former

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Email Address:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

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

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; Abuse, Molestation, Sexual Actions, and Assault and Battery	$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $1,000,000 per accident for bodily injury or disease
D	**Medical Professional Liability**	$1,000,000 per occurrence $3,000,000 aggregate Bodily Injury and Property Damage

E **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.
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' 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 Contactor'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.