

**County of Alameda  
Community Development Agency  
Department of Housing and Community Development**

**Request for Proposals  
to serve as**

**Program Administrator for  
Housing Development Capacity Building Program  
for Community-Based and Faith-Based Organizations**

**Responses Due:**

**Tuesday, September 5, 2017 by 4 pm**



**Contact for Questions:**  
Jennifer Pearce  
[Jennifer.pearce@acgov.org](mailto:Jennifer.pearce@acgov.org)  
(510) 670-6474



## **Section 1. Introductory Information**

### **Purpose of RFP**

The purpose of this Request for Proposals (“RFP”) is to obtain statements of qualifications and proposals from organizations wishing to serve as the Program Administrator for the County-wide Community-Based and Faith-Based Organizations Housing Development Capacity-Building Program (“HDCB Program”) to be funded by the Alameda County Housing and Community Development Department from residual receipts “boomerang funds.”

### **Term of Engagement**

It is anticipated that the County will select one entity (organization, firm, consultant, or consultant team) to serve as the Capacity-Building Program Administrator. The initial contract will have a term of up to twenty-one months (approximately October 2017 through June 2019), and include a program ramp up/development phase as well as implementation phase. The County intends to contract with a Program Administrator who can expeditiously develop and implement this important program and will evaluate proposals accordingly. The County reserves the option of renewing the contract assuming the Program Administrator’s satisfactory performance, funding availability, and at the option and approval of the Board of Supervisors.

### **Informational Sessions on the RFP**

Parties interested in submitting a proposal in response to the RFP are strongly encouraged to attend one of two offered **Informational Sessions** that will be held on **Monday, August 7, 2017** from 3 to 4 pm at Alameda County HCD, 224 W. Winton Avenue, Room 160 (Public Hearing Room), Hayward, CA, and on **Monday, August 14, 2017** from 11 am to 12 pm at the Alameda County Healthy Homes Department, 2000 Embarcadero, Suite 300, Oakland, CA in the Large Conference Room. Notice of the Informational Sessions was posted on the HCD website and sent to over 1,800 individuals who have signed up to receive such notices from the department through its “e-Subscriber” service, as well as forwarded to any organizations in the housing services classifications signed up with Alameda County’s General Services Agency (GSA) to receive notices of competitive selection processes and other parties identified by HCD as possibly having the ability to provide the services sought.

### **Submittal Due Date**

Tuesday, September 5, 2017 by 4 pm

### **Submittals**

One (1) printed unbound original, two (2) printed copies, and one (1) electronic copy of Submittal with all required supporting materials on a USB flash drive or CD must be submitted by the due date. See **Exhibit A (Submittal Addendum)** for further detail. Responses must be submitted to:

County of Alameda  
Housing and Community Development Department  
224 W. Winton Avenue, Room 108  
Hayward, CA 94544  
Attn: Jennifer Pearce

## **Section 2. Other Procedures and Instructions**

### **Questions**

Questions with regard to this RFP should be directed to HCD by email to Jennifer.pearce@acgov.org. Only those parties who attend the Information Sessions and/or sign up on HCD's "e-Subscriptions" under the "Affordable Housing Development Capacity Building" or "Funding Opportunities" categories will receive responses to submitted questions through a Frequently Asked Questions (FAQ) document on a weekly basis. To sign up for these listserves, visit <http://www.acgov.org/cda/hcd/esubscribe.htm>. All contact during the RFP process and evaluation phase shall be through Jennifer Pearce, Housing and Community Development Specialist, only. Applicants shall neither contact nor lobby other staff or evaluators during the evaluation process. Attempts by Applicant to contact and/or influence proposal evaluators may result in disqualification of the Applicant.

### **Revisions to RFP**

If it becomes necessary to modify any aspect of this RFP, HCD will provide an addendum to each organization attending the Information Session and/or signing up on the list serve.

### **Modifications to Submittals**

Applicants may not modify their Submittal at any time after the due date, except in direct response to a request from HCD for clarification. Any submittal and proposed information items must be valid for at least 180 days after submission.

### **Expense of Preparation**

HCD is not responsible for any expense incurred in preparation of Submittals or taking any action in connection with the process, or for the costs of any services performed in connection with submittal, interviews, or approval process.

### **Reservation of Rights**

HCD reserves the right to conduct any investigation of the qualifications of any respondent that it deems appropriate, negotiate modifications to any of the items submitted, request additional information from any respondent, extend the deadline, reject any or all submittals, and waive any irregularities. HCD retains the right to negotiate the terms and services in any Submittal. HCD retains the right to cancel this process, extend the deadline, re-start the process or not select any provider.

### **Interviews**

All entities responding to this RFP must be prepared to participate in an in-person interview (tentatively scheduled for Friday, September 22, 2017), upon request by HCD.

## **Section 3: Program Summary**

### **Background**

The Board of Supervisors has approved an allocation of \$750,000 in residual receipts “boomerang” funds to the development and provision of an affordable housing development training and capacity building program for community-based and faith-based organizations which have a desire to develop affordable housing on assets (land and/or building(s) owned by the organization, but which do not necessarily have the capacity nor in-house expertise and experience to successfully develop affordable housing. The County Housing and Community Development Department is working to leverage the County’s financial contribution with other resources which may allow for the program to serve more organizations or to provide a greater depth of services. The HDCB Program is intended for participation by community-based organizations located in Alameda County, among which are, but not necessarily limited to, faith-based organizations, social service agencies, community agencies, and small nonprofit organizations serving the community. The HDCB Program would be implemented by a Program Administrator to be selected through this Request for Proposals process, and the contract for the HDCB Program will be managed and overseen by the Alameda County Housing and Community Development (HCD) Department. The County will be considering submitted proposals in light of the organization’s ability to effectively develop and then launch the HDCB Program county-wide in early 2018 to a wide and diverse network of community-based organizations, with the goal of maximum program availability and impact.

The selected Program Administrator will be expected to work closely with Alameda County HCD staff during an approximately 21-month contract term that will include an initial program development phase and an implementation phase during which the Capacity Building Program will be made available to Alameda County community-based organizations that have one or more assets (land, buildings) and have made an organizational commitment to addressing Alameda County’s affordable housing/homelessness crisis, but who lack the overall organizational capacity and in-house expertise to undertake affordable housing development.

### **Capacity-Building Program for Community-Based and Faith-Based Organizations**

The Alameda County Measure A1 general obligation bond passed by Alameda County voters in November 2016 positively responds to a critical need for affordable housing throughout the County by providing \$580 million in local funding for a variety of affordable housing programs to be implemented over the next several years. The lack of a sufficient supply of affordable housing has contributed to the Bay Area’s skyrocketing rent levels, with many working families spending more than half of their income on housing, and making housing too expensive and out-of-reach for many seniors, veterans, people experiencing homelessness, people with disabilities, and lower income families and individuals. Alameda County is fortunate to have a robust, diverse, and active community of community-based and faith-based organizations who support and work on numerous social justice issues -- including being voices of support for the development of affordable housing in their communities. Many have assets such as land or buildings on which they desire to build affordable housing, but are not necessarily equipped with the expertise and organization capacity to execute their vision for creating the affordable housing. These “YIMBY” (“Yes In My Backyard”) organizations with such assets are the focus of the County’s new Housing Development Capacity-Building Program for Community-Based and Faith-Based Organizations.

The Capacity Building Program is designed to provide capacity development and training to community-based organizations (“CBOs”) and faith-based organizations (“FBOs”) in Alameda County who have one or more assets (such as land and/or a building) and who have made an organizational commitment to moving forward with utilizing that asset to address Alameda County’s affordable housing and homelessness crises. It should be emphasized that the HDCB Program is **not** intended to provide capacity building to organizations that intend to develop market-rate housing on their land/building asset.

This program is intended to start by providing a series of training workshops open to all interested CBOs and FBOs on the affordable housing development process and considerations for decision-making and the creation/distribution of an Organizational Self-Assessment Tool that CBOs/FBOs can complete individually to evaluate their readiness to undertake such a development process. After this initial, broadly available phase, the Program will involve an application and selection process through which a number of the organizations will be selected for focused capacity-building technical assistance to be provided by the Program Administrator and/or coordinated sub-contractors, including the development of a capacity-building plan and support for carrying out the plan. The support may include group and/or one-on-one trainings, guidance through exploring partnering with an experienced housing development partner and consulting and legal technical assistance to successfully enter into a development partnership with an experienced partner organization while achieving the CBO/FBO’s goals for the partnership which allow them to realize the creation of new affordable housing.

### **Funding**

The total funding for the HDCB Program contract will be in an amount not to exceed \$750,000 and the County reserves the right to define the scope and budget of the Program Administrator’s contract. Submittals must include a Program Budget that responds to the anticipated scope of services outlined in Section 4 below. Proposals that include leveraging of other resources and funding sources to maximize the HDCB Program benefit are encouraged.

## Section 4: Scope of Services

The selected Program Administrator will play an active and primary role in all aspects of the development and on-going implementation of the HDCB Program. Submittals must include a detailed Program Plan that responds to the scope of services described within this Section 4, as well as the Applicant's proposed plan for implementing the HDCB Program. As noted previously, the County will consider the Applicant's ability to effectively develop the HDCB Program so that it may be launched by no later than early 2018. The anticipated scope of services is described below under the Development Phase and Implementation/Ongoing Program Phases.

**HDCB Program Development Phase:** *The broad framework for this phase includes developing the HDCB Program in further detail, developing the content for the trainings, and developing various written materials, self-assessment tool, and CBO/FBO application, as needed, in advance of the launch of the Program.*

- A. Upon receipt of HCD's "Notice of Intent to Award" letter, **assign experienced staff** to complete the contract execution process with HCD before the scheduled Alameda County Board of Supervisors meeting date (anticipated to occur no later than October 31, 2017).
- B. Upon award of contract by the Board of Supervisors, participate in **kick-off meeting** with HCD staff to discuss overall program goals, schedule, milestone completion, and outcome tracking.
- C. Prepare, subject to HCD review and approval, the detailed Housing Development **Capacity-Building Program implementation schedule.**
- D. **Develop content (materials and presentation) for trainings** to be held by the HDCB Program Administrator or subcontractor(s) during the Program Implementation Phase. These trainings are intended to be open to all interested CBO/FBOs and to provide an overview of the County's new HDCB Program opportunity, while primarily focusing on an overview of the affordable housing development process, the broad parameters of a typical affordable housing development undertaking in terms of phases and typical time frames, key development team members, requirements of affordable housing financing resources, affordable housing regulations and laws such as fair housing law, and partnership structures. These could be seen as an overview of the "nuts and bolts" of affordable housing development. The County is expecting that multiple trainings would be conducted to reach a broad audience, be geographically distributed throughout the County, and at ADA-accessible locations. The Program Administrator should respond in the Submittal to their ability to provide trainings in languages other than English, if requested, and to provide written materials from the trainings in languages other than English, such as Spanish, Mandarin, Vietnamese and Tagalog.
- E. Prepare an easy-to-understand written document, subject to HCD review and approval, outlining the affordable housing development process ("**Affordable Housing Process**

**Document**”) to be available for distribution at and after the general trainings described in Section 4D above.

- F. Prepare, subject to HCD review and approval, an **HDCB Program Organizational Self-Assessment Tool** to be used by potential HDCB Program participants, as well as interested CBOs and FBOs, in general. The tool would be made generally available, as well as at the general trainings described above. One additional possible use of the tool is that completion of it could be part of the application for the more intensive technical assistance portion of the HDCB Program.
- G. Prepare, subject to HCD review and approval, the **Application for HDCB Program Technical Assistance (TA) Component Participation** to be completed by potential HDCB TA Program participants (CBOs and FBOs), and the selection/evaluation criteria to be used in selecting the HDCB TA Program participants.
- H. Develop and manage new **webpage content**, subject to HCD review and approval, (either as a separate page on Program Administrator’s existing website, as a new webpage, or directly on HCD’s webpage) that provides an overview of the Alameda County Housing Development Capacity Building Program, access to helpful information and resources, information about workshops and trainings, links to the Organizational Self-Assessment Tool and Application for HDCB TA Program Participation, etc.
- I. Prepare, subject to HCD review and approval, a **county-wide marketing and outreach plan** and related materials.
- J. Meet with HCD staff regularly to coordinate the development and implementation of the HDCB Program.
- K. Assist HCD staff with the preparation of presentation materials and attending events, as needed. May include updates to the Board of Supervisors, public meetings and presentations to other committees, as determined by the Housing Director.

**HDCB Program Implementation/Ongoing Administration Phase (through June 2019):**

**Implementation-Phase 1:** *The broad framework for this phase includes the public launch of the CBO/FBO Housing Development Capacity Building Program through implementation of the county-wide marketing and outreach plan, general and open trainings on affordable housing development as described above, distribution of the Organizational Self-Assessment, carrying out the selection process to select organizations which will receive capacity-building technical assistance as HDCB TA Program participants, and initiating the technical assistance program with the selected Program Participants to be conducted in Phase 2.*

- A. Coordinate execution of county-wide **marketing and outreach plan** with HCD staff to ensure maximum outreach to Alameda County CBOs and FBOs through printed and electronic materials, with the aim of ensuring that all potentially interested organizations

are made aware of the HDCB Program, that interested CBO/FBOs are aware of and participate in the affordable housing development general trainings and workshops, have access to the Self-Assessment Tool, and are aware of and may apply for HDCB Technical Assistance Program participation. Marketing materials should be designed to be easy-to-understand. Marketing could include direct mailings to community-based and faith-based organizations, outreach to “parent” associations of faith-based organizations or denominations, notices to CBO/FBO newsletters and publications, and distribution of information through HCD’s listserves. Training and workshop marketing flyers and the Organizational Self-Assessment Tool shall be printed at a minimum in English, Spanish and Mandarin. The HDCB Technical Assistance Program application should be made available at a minimum in English, Spanish and Mandarin.

- B. Conduct **affordable housing development trainings/workshops** in a variety of locations throughout the County and at different days and times in the week (such as on a weekend morning, weekday daytime, and weekday evening) including developing training materials and presentation, establishing panels, facilitating trainings, and presenting power point or similar presentation. Applicants should include a description of their proposed training program. The County will consider flexible training programs that could include, as examples, offering several dates with the same general workshop, offering a series of workshops on different topics over a certain course of time, or splitting the training between the first and second implementation phase.
- C. Distribute a written document (“**Affordable Housing Process Document**”) in conjunction with the trainings and as a stand-alone document outlining the affordable housing development process (typical timeframes and milestones, and key considerations that the community-based organization must take into account, such as development team skills needed, funding source requirements, etc.).
- D. Release of the **HDCB Program Organizational Self-Assessment Tool** to CBOs/FBOs and respond to questions through a Frequently Asked Questions (FAQ) format available published on line at a minimum.
- E. Release of the **Application for HDCB Technical Assistance Program Participation** and respond to questions through a Frequently Asked Questions (FAQ) format available to all interested parties.
- F. **In coordination with HCD staff, evaluate HDCB TA Program applications and conduct a selection process** to select a certain number [to be determined based on funding availability between HCD and the selected Program Administrator] of CBOs and/or FBOs (“HDCB TA Program Participants”) who have one or more assets (land, buildings) and who have made an organizational commitment to moving forward with using the asset(s) to address the affordable housing/homelessness crisis. The selected HDCB TA Program Participants will then participate in a capacity-building/technical assistance program led by the Program Administrator during “Implementation Phase 2.”

**Implementation-Phase 2:** *The broad framework for this phase includes providing individualized capacity-building technical assistance to the selected organizations, with the intention that selected organizations will work closely with the Program Administrator as well as receive other technical assistance services (feasibility analysis, legal assistance) from the Administrator or sub-contractors. In most cases, it is expected that the TA will assist the selected organizations to move towards entering a partnership with an affordable housing developer, and ideally, successfully entering such a joint venture partnership to facilitate the successful completion of affordable housing. It should be noted that the HDCB Program is not intended to provide technical assistance and trainings to organizations that intend to develop market-rate housing on their land/building asset, nor will the HDCB Program itself provide predevelopment or development financing.*

- A. Upon selection of HDCB TA Program Participants, provide capacity-building and technical assistance services to the CB Program Participants, including but not necessarily limited to the following services:
  - a. Work one-on-one with each HDCB TA Program Participant to create a focused **organizational capacity building plan** related to affordable housing development and potential partnership, including the Participant organization's goals for the affordable housing development and its goals/criteria for selection of a development partner.
  - b. Develop and share **affordable housing resource information** with all HDCB TA Program Participants (e.g. create a shared database/Google doc for all participants with links to important resources) possibly including topics like affordable housing development guidance; fair housing law; general housing laws; local, state, and federal funding sources; template partnership agreements; sample affordable housing development budgets; contact lists for affordable housing developers working in the Bay Area, development consultants/owner's representatives, and legal firms specializing in affordable housing law, and other general affordable housing information.
  - c. Conduct additional **training workshops for HDCB TA Program Participants** (these could be based on identified capacity-building needs and offered to all or some of the participants, depending on their needs) on specific topics such as:
    - i. Steps required to undertake real estate development;
    - ii. Partnership structures (legal and financial considerations)
    - iii. How to analyze property zoning;
    - iv. How to develop an initial concept plan for affordable housing development;
    - v. Determining key considerations for selecting a joint venture partner; and
    - vi. Other topics to be determined based on capacity-building needs of selected HDCB TA Program Participants.
  - d. Work **one-on-one with HDCB TA Program Participants to provide training and technical assistance specific to the needs of the particular Participant**

**organization**, towards implementation of its plan. Ideally this will include assistance in selection of a development partner and connection to legal and other needed assistance to enter into the partnership while achieving the HDCB TA Program Participant's organizational and mission goals for its property and continued capacity building. One-on-one services could include, but are not necessarily limited to, the following:

- i. Assisting with refinement of an initial concept plan for affordable housing on the HDCB TA Program Participant's asset;
  - ii. Property zoning analysis;
  - iii. Financial feasibility analysis;
  - iv. Providing guidance on what expertise and team members the HDCB TA Program Participant should have during a partnership exploration process;
  - v. Providing guidance on the Program Participant's partnership selection process (this could help develop an RFP, but could also be providing guidance on other selection models);
  - vi. Providing guidance on identification of a suitable development partner; and
  - vii. Providing legal assistance during negotiation of key legal agreements between the HDCB TA Program Participant and a joint venture partner.
- e. Provide **pro-bono legal assistance** to the HDCB TA Program Participant during the partnership selection process for an affordable housing development partner. This could be provided directly by the Program Administrator (if a licensed attorney/law firm), or through subcontracted law firm(s) with expertise and experience in real estate law, affordable housing development, and understanding of community-based and faith-based organizational and institutional structures.

#### **Administration Services (Ongoing through Contract Term)**

- A. Participate in, at minimum, monthly communications with HCD staff through conference call or in-person meetings to discuss program development, implementation and delivery issues, changes in program design or schedule, and budget.
- B. Advise HCD as needed on technical questions that may arise with respect to the HDCB Program's requirements and procedures. Provide recommendations on needed adjustments, enhancements, or any other matters, as necessary.
- C. Provide an excellent level of customer service to HDCB Program applicants and participants, and be responsive and available for questions.
- D. If any services are subcontracted, ensure that subcontractors are compliant with all terms and conditions of the contract and applicable local, state and federal laws.
- E. Maintain records on HDCB Program implementation including HDCB TA Program

participants' applications, program materials, communications and correspondence with HCD and program participants, etc., and maintain complete physical files in a secure location that are accessible to authorized staff and the County upon request. Program Administrator shall generate and maintain all electronic files as directed by the County Housing Director, and in compliance with federal and state confidentiality laws.

- F. Collect and report information about the uses of funds on a monthly basis, as part of Program Administrator's monthly invoice billing, including, but not necessarily limited to, the following information:
  - a. Staff costs
  - b. Subcontractor costs
  - c. Participant service costs
  - d. Indirect overhead costs being invoiced
  - e. Recommended budget adjustments
  - f. Program Activities undertaken during prior month
  - g. Progress towards scheduled benchmarks

## **Section 5. Eligibility Requirements / Minimum Qualifications:**

Applicants are eligible to participate in the RFP process if they meet the Applicant Minimum Qualifications described below. The County will disqualify proposals that do not demonstrate that Applicant meets the specified Minimum Qualifications, and these disqualified proposals will not be evaluated by the County and will not be eligible for contract award under this RFP.

The Applicant must meet **the following minimum qualifications** to be considered for the HDCB Program Administrator contract:

- A. Be regularly and continuously engaged in the business of providing services similar to those identified in the Section 4 (Scope of Services) for at least 2 years in California.
- B. Have a demonstrated track record working successfully with non-profit organizations and institutions on organizational development and capacity-building; and in providing training and implementing technical assistance programs, ideally in the field of affordable housing development.
- C. Have the capacity and willingness to establish and launch the HDCB Program county-wide by January 2018.
- D. Have signed forms in **Exhibit A (Submittal Addendum)** acknowledging and agreeing to all County terms, conditions, certifications and requirements, including the ability to meet minimum applicable Alameda County insurance requirements for contractors attached in **Exhibit B (Insurance Requirements)**.

- E. Have capacity to administer the CBO/FBO HDCB Program, coordinate with HCD staff, and meet communication and reporting requirements as required by the Scope of Services.
- F. Have experience and knowledge of affordable housing development roles and process, local, state, and federal affordable housing programs, affordable housing finance, affordable housing deal and partnership structures, fair housing law, and other affordable housing legal issues.

## Section 6. Submission Requirements

- A. **Cover Letter.** (2 pages maximum) Include a cover letter stating: (a) Understanding of the HDCB Program Description; (b) Summary of Qualifications; and (c) Summary of Staffing and Personnel Plan.
- B. **Qualifications.** Those responding to this RFP should prepare clear and complete responses to each of the following questions and information requests. Brevity and clarity of responses will be appreciated.
  - 1. **Organization Overview.** (2 pages maximum) Provide an overview of the organization or personnel proposed to serve as the Program Administrator for the CBO/FBO HDCB Program, including the full legal name and a summary of the structure and management of the organization. Describe any significant changes, including the management and/or structure of your organization, that have occurred during the past three years. Include an organizational chart. Nonprofits and corporations must include a list of board members and their affiliations. Indicate whether the Applicant foresees or anticipates any organizational changes in the next 24 months, and if so what is anticipated. If organization is a Small, Local, and/or Emerging Business pursuant to Alameda County's Small, Local, and Emerging Business (SLEB) Program (see <http://acgov.org/auditor/sleb/overview.htm>), please check the appropriate boxes in the **Exhibit A-Submittal Addendum**, and submit the SLEB Certification with your Submittal.
  - 2. **Location.** List the location of your firm's main office and the locations of any office(s) within Alameda County. Applicant should indicate in the response where the proposed services (trainings, one-on-one capacity building technical assistance services) will be provided.
  - 3. **Experience.** (Approximately 3 pages) Demonstrate Applicant's satisfaction of the Minimum Qualifications in Section 5 above, including confirmation of each item numbered A through F and note any applicable exceptions.

Applicant should provide details of any similar programs and services offered in the past three years, clearly indicating which are currently offered. Discuss the funding sources and mechanisms for these programs and services. Provide examples of

materials used to offer any similar capacity-building/technical assistance programs and services with your Application.

For any public agency for which similar technical assistance services have been or are being provided, include the name of the agency, the scope of the contract, the annual amount of the contract, the number of organizations served at particular levels of service in the most recent year of the contract, and a contact name, phone number and email address.

If respondent will subcontract for any of the services under this RFP with (an)other firm(s), provide the scope of work to be subcontracted, and provide the same level of detail for that sub-contracting firm(s), including contact information.

Effective marketing and outreach to community-based and faith-based organizations will be critical to the successful implementation of the CBO/FBO HDCB Program. Describe experience conducting outreach and/or marketing directly to potential program participants. Describe experience reaching the target population proposed by the HDCB Program.

4. Personnel. (2 pages maximum, not including resume attachments) Provide a written description of the qualifications for the primary representative and key personnel, including those providing all levels of services: program development, marketing, training/technical assistance related to those areas identified in Section 4 (Scope of Services), selection process oversight, legal services, affordable housing feasibility analysis, etc. Include a description of each person's background and experience as well as an explanation of their role and responsibilities for the firm (or the subcontractor, as applicable). Provide resumes for key personnel in addition to the written description.
5. Reporting. (1 page maximum) Provide information on the system and mechanisms that will be used to provide regular reports and other information required by the County.
6. Financial Position. (1 page maximum) Provide a brief description of the firm's overall financial position. Provide the most recent two years of audited financial statements for the firm and unaudited financial statements for each quarter since the close of the fiscal year represented by the audited financial statement.
7. Legal, Regulatory and Ethics Actions. (1 page maximum) Provide a summary of any litigation, arbitration and regulatory proceedings, pending, adjudicated or settled that your firm has been subject to within the last three years.
8. References. Provide a list of at least three references list using the attached form in **Exhibit A (Submittal Addendum)**. Provide a second form for any subcontractor providing more than 20% of the scope of services.

9. Contractor Set-Up Form. Complete and submit the “Contractor Information” form using the form referenced in **Exhibit C (Contractor Set-Up Form)**.

**C. Program Plan, Schedule, and Budget:**

1. Program Plan. (Approximately 5-6 pages) The Applicant’s proposed Program Plan is a significant component of the Application and carries significant weight in the County’s evaluation of proposals. Please provide a comprehensive and detailed narrative description of how your organization/firm would implement the HDCB Program. Explain in detail the plan to fulfill the items specified in the Scope of Services outlined in Section 4 of this RFP, by phase (Development Phase, Implementation Phase parts 1 and 2). If your organization/firm is proposing an approach or model, or services, that vary from the framework of services described in Section 4 (Scope of Services) above, describe those proposed services and how they fit into the overall framework and goals for the Program. Include within the Program Plan narrative description responses to these questions: How would your organization/firm propose to lead the open general trainings contemplated in the Implementation Phase 1 (what topics would you propose to include, would similar sessions in multiple locations and/or a series of topics be offered, etc.)? What resources does your organization/firm have in place to provide materials and/or technical assistance in languages other than English? What would be your organization’s approach to the selection process for the CBO/FBO HDCB TA Program participants and what factors would you take into account to determine eligibility? What factors/elements would you consider important for community-based and faith-based organizations to have in place to be considered to be ready to enter a joint venture partnership to develop affordable housing on an identified asset?
2. Implementation Schedule. Provide a detailed proposed schedule for implementation of the Program that expands upon the broad schedule outlined in this RFP.
3. Program Budget. (Budget in Excel plus 1 page narrative) Provide a proposed Program Budget (in Excel format) for the Program Plan covering the full contract term, showing the budget by phase and proposed services (Development Phase/Implementation Phase), and providing an average estimated amount of funding available per selected HDCB TA Program Participant. Provide estimated costs for any subcontracted services. Clearly indicate anticipated staff hours and hourly costs, and other related expenses. Include rate sheets for proposed personnel. Include basis of cost allocation to the HDCB Program in the case of partial FTEs. The inclusion of stipends for the selected CBOs/FBOs for the technical assistance phase is an allowable expense. Provide a one-page maximum narrative description of the proposed Program Budget. Within the narrative, discuss opportunities for leveraging the County’s funding for the contract and if applicable, possible resources/funding sources that your organization/firm may be able to access to augment the overall program budget. Include suggestions you have with regard to approaching and working with other public or private entities to leverage the County’s CBO/FBO HDCB Program funds, and any experience you have had in that regard. Please discuss how your organization might implement the provision of stipends during the TA phase and at what level.

- D. **County-wide Marketing and Outreach Plan:** (2 pages maximum) Describe your firm's proposed marketing and outreach plan to demonstrate your experience and ability to reach potential Program Participants located throughout Alameda County.
- E. **Lessons Learned and Recommendations:** (2 pages maximum) Describe key lessons your firm has learned in providing programs similar to the proposed Program successful. Describe your firm's experience with this model, problems encountered, and how they were corrected. From your experience, make any recommendations you think would help make this Program a success in Alameda County, including successfully including target population groups.
- F. **Certifications and Acknowledgments:**
1. Read and sign attached **Exhibit A (Submittal Addendum)**.
  2. Additionally, provide signed statements: (i) that no elected or appointed official or employee of the County is financially interested, directly or indirectly, in the performance of the services specified in the RFP; (ii) that the information included in the Submittal is true and correct to the best of its knowledge and (iii) that the person signing the transmittal letter is authorized to submit this proposal on behalf of the firm.
  3. Provide the following as applicable to your type of organization/firm:
    - i. A Certificate of Good Standing from the California Secretary of State (for business entities registered in State of California)
    - ii. Organization's Bylaws and Articles of Incorporation.
    - iii. Organization's Board of Directors list with affiliations.
  4. If Applicant is a non-profit organization, provide a copy of current 501(c) 3 status.
- G. Only one bid response will be accepted from any one person, partnership, corporation, or other entity. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
- H. Bid responses are to be straightforward, clear, concise and specific to the information requested.
- I. In order for bids to be considered complete, Applicant must provide responses to all information requested. See **Exhibit A (Submittal Addendum)**.
- J. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

## Section 7. Selection Criteria

### Past Performance/Experience

**20 Points**

- Demonstrated success of the organization and assigned staff with similar programs.
- Experience working with similar clients and managing similar programs in a timely manner and within budget.

### Organizational and Financial Capacity

**30 Points**

- Demonstrated qualifications and experience of the primary organization and subcontractors.
- Demonstrated relevant experience and qualifications of staff to be responsible for Program delivery.
- Overall organizational capacity and financial stability necessary to administer the Program.

### Program Plan, Schedule, and Program Budget

**30 Points**

- Adequacy and feasibility of proposed plan and budget.
- Quality of staffing plan to carry out the program plan.
- Adequacy, feasibility, quality and comparative cost of proposed budget.

### References

**10 Points**

- Applicant's successful experience working under contract with public agencies.
- References from public agency clients as to demonstrate success.
- Quality and relevance of recommendations.

### Overall Clarity of Response

**10 Points**

- Applicant has submitted all required information in a clear and understandable manner.
- The proposal is thorough and comprehensive in scope.

**TOTAL: 100 Points**

**SLEB Program:** The Alameda County Small, Local, and Emerging Business (SLEB) Program provides bid preferences for entities which meet the County's requirements for being either a certified SLEB or by meeting the "Local" to Alameda County requirement. For additional detail on certification and SLEB definitions, visit <http://acgov.org/auditor/sleb/overview.htm>. Applicants meeting these definitions and submitting the appropriate documentation as required in **Exhibit A-Submittal Addendum** will receive bonus points beyond the points received through the above evaluation scoring. If Applicant is a certified Small, Local, and Emerging Business, a 10% bid preference will be given (the Applicant's total points will be multiplied by 10% and this result will be added to the Applicant's base level of points). If the Applicant is Local to Alameda County, a 5% bid preference will be given (the Applicant's total points will be multiplied by 5% and this result will be added to the Applicant's base level of points).

## Section 8. Submittal Evaluation

- A. All proposals that pass the initial Minimum Qualifications, which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience in capacity-building/technical assistance programs, public agency administration, housing law, affordable housing development, financial feasibility, financial planning, and other related services. The CSC will score and recommend a Program Administrator in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.
- B. While the basic information that each section of the Application should contain is specified above, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive response can be placed into one of the sections listed. However, other materials may be added to further strengthen the submittal.

## Section 9. Notice of Intent to Award

- A. At the conclusion of the RFP response evaluation process, all Applicants will be notified by email, and subsequently the US Postal Service mail, of the contract award recommendation. The document providing this notification is the **Notice of Intent to Award**. The Notice of Intent to Award will provide the name of the bidder being recommended for contract award.
- B. After the Notice of Intent to Award has been issued by email and the County has entered into negotiations with the most qualified applicant, debriefings for unsuccessful applicants will be scheduled upon written request and will be restricted to discussion of the unsuccessful applicant's submission. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful applicant.
- C. Once negotiations have been completed, and the Board letter signed, applicants will be notified of the Board award date. The document providing this notification is the **Notice of Board Date Letter**, which will be emailed to all Applicants. Once this is issued, all submitted proposals shall be made available to the public, upon request, no later than five (5) business days before the contract is scheduled to be heard by the Board of Supervisors.

## Section 10. Protest/Appeals Process

- A. HCD 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 Applicants wish to protest the selection 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.
- a. Any appeal of the award notice by any Applicant must be submitted in writing to Linda Gardner, Housing Director, 224 W. Winton Avenue, Room 108, Hayward CA 94544 **before 5:00 pm of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award by email, not the date received by the Bidder of a hard copy mailed through the US postal service.** An Appeal received after 5:00 pm is considered received as of the next business day.
  - b. Appeals must be based on the points awarded under the evaluation criteria. Appeals may not be based on subjective criteria.
- B. The Appeal must contain a complete statement of the reasons and facts for the protest.
- C. The Appeal must refer to the specific portions of all documents that form the basis for the Appeal.
- D. The Appeal must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- E. HCD will transmit a copy of the bid protest to all Applicants as soon as possible after receipt of the protest.
- F. Upon receipt of written appeal, the Housing Director, or designee will review and evaluate the protest and issue a written decision. The Housing Director may, at her discretion, investigate the appeal, obtain additional information, and provide an opportunity to settle the protest by mutual agreement and/or schedule a meeting with the protesting Applicant and others, as appropriate, to discuss the protest. The decision on the Appeal will be issued at least ten (10) business days prior to the Board hearing date to award.

The decision will be communicated by e-mail, and U.S. Postal Service, and will inform the Applicant whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Applicants affected by the decision. As used in this paragraph, an Applicant is affected by the decision of an Appeal if a decision on the protest could have resulted in the Applicant not being the apparent successful Applicant.

- G. The decision of the Housing Director on the Appeal may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Applicant whose Submission is the subject of the protest, all Applicants affected by the Housing Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the Housing Director's decision. All appeals to the OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the Housing Director, not the date received by the Applicant. An appeal received after 5:00 p.m. is considered received as of the next business day.
- H. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- I. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred or, where appropriate, County's contracting policies or other laws and regulations were not followed.
- J. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the Housing Director. As such, an Applicant is prohibited from stating new grounds for a protest in its appeal. The OCCR shall only review the materials and conclusions reached by the Housing Director or department designee, and will determine whether to uphold or overturn the protest decision.
- K. The OCCR may overturn the results of a bid process for ethical violations by HCD staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive selection process, regardless of timing or the contents of a protest.
- L. The decision of the OCCR is the final step of the appeal process. A copy of the decision of the OCCR will be furnished to the protestor, the Applicant whose Submission is the subject of the appeal/protest, and all Applicants affected by the decision.
- M. The County will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor.
- N. The procedures and time limits set forth in this paragraph are mandatory and are each Applicant's sole and exclusive remedy in the event of protest/appeal. An Applicant's failure to timely complete both the protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the protest/appeal, including filing a Government Code Claim or legal proceedings.

## **Section 11. Awarding Contract**

- A. During the initial period of any contract which may be awarded to Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems. Thereafter, the County will monitor services on an on-going basis with periodic on-site file review at the discretion the County.
- B. The County reserves the right to determine, at its sole discretion, whether:
  - 1. Contractor has complied with all terms of this RFP; and
  - 2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.
- C. If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. The County will have the right to invite the next highest ranked Applicant 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.
- D. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP. The committee will recommend award to the Applicant which, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Applicant with the lowest price.
- E. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Applicants to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
- F. The County reserves the right to award to a single or multiple Contractors.
- G. The County has the right to decline to award this contract or any part thereof for any reason.
- H. Board approval to award a contract is required.
- I. Any proposal/submittals that contain false or misleading information may be disqualified by the County.
- J. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.

- K. Final Standard Agreement terms and conditions will be negotiated with the selected Applicant. Applicant may access a copy of the Standard Services Agreement template can be found online:

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

The template contains minimal Agreement boilerplate language only.

## **Section 12. Invoicing**

- A. A signed, current IRS W-9 form is required to be provided before any invoices will be processed.
- B. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
- C. County will use best efforts to make payment within thirty (30) days following receipt, review and approval of invoice(s) and only upon complete satisfactory performance of services.
- D. County shall notify Contractor of any adjustments required to invoice.
- E. Invoices shall contain County purchase order number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
- F. Contractor shall utilize standardized invoice upon request.
- G. Invoices shall only be issued by the Contractor who is awarded a contract.
- H. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the purchase order.
- I. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted.

## Exhibit A: Submittal Addendum

### Alameda County Community-Based and Faith-Based Organizations Housing Development Capacity-Building Program Administrator RFP 2017

To: The County of Alameda

From: \_\_\_\_\_  
(Official Name of Applicant)

- **AS DESCRIBED IN THE SUBMITTAL OF SUBMITTAL SECTION OF THIS RFP, APPLICANTS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY UNBOUND SUBMITTAL, INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS TWO (2) COPIES AND ONE (1) ELECTRONIC COPY OF THE SUBMITTAL IN PDF (and a copy of Spreadsheets in Excel).**
- **ALL PAGES OF EXHIBIT A MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES (OR ITEMS THEREIN) NOT APPLICABLE TO THE APPLICANT MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED "N/A".**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING SUBMITTAL.**
- **APPLICANTS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE SUBMITTAL PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR SUBMITTALS REJECTED IN TOTAL.**
- **IF APPLICANTS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SMALL, LOCAL, AND EMERGING BUSINESS PROGRAM (SLEB) POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT IN ORDER FOR THE SUBMITTAL RESPONSE TO BE CONSIDERED COMPLETE.**

## A. **APPLICANT INFORMATION AND ACCEPTANCE**

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of this RFP.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Applicant who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Submittal, if accepted by County, will be the basis for the Applicant to begin forming a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - **[Debarment / Suspension Policy](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]
  - **[Iran Contracting Act \(ICA\) of 2010](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
  - **[General Environmental Requirements](http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm>]
  - **[Small Local Emerging Business \(SLEB\) Program](http://acgov.org/auditor/sleb/overview.htm)**  
[<http://acgov.org/auditor/sleb/overview.htm>]
  - **[First Source](http://acgov.org/auditor/sleb/sourceprogram.htm)**  
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
  - **[Online Contract Compliance System](http://acgov.org/auditor/sleb/elation.htm)**  
[<http://acgov.org/auditor/sleb/elation.htm>]
  - **[General Requirements](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
  - **[Proprietary and Confidential Information](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

6. The undersigned acknowledges that Applicant will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each Applicant to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Submittal, the Applicant certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements.
10. The undersigned acknowledges **ONE** of the following (please check only one box):
  - Applicant is not local to Alameda County and is ineligible for any bid preference;  
**OR**
  - Applicant is a certified Small Local and Emerging Business (SLEB) under the Alameda County SLEB Program and is requesting a 10% bid preference; (Applicant must complete the **SLEB PARTNERING INFORMATION SHEET** found as **Exhibit D** to the RFP, check the first box, and provide your SLEB Certification Number and expiration date; **OR**
  - Applicant is LOCAL to Alameda County and is requesting a 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 (6) months business residency, identifying the name of the Applicant and the local address. Utility bills, deed of trusts or lease agreements etc., are acceptable verification documents to prove business residency.

Official Name of Applicant: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____                  |  |

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**B. REFERENCES**

**Alameda County Community-Based and Faith-Based Organizations  
Capacity-Building Program Administrator RFP 2017**

**Applicant Name:** \_\_\_\_\_

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

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

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

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

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

**C. EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

**Alameda County Community-Based and Faith-Based Organizations  
Capacity-Building Program Administrator RFP 2017**

**Applicant Name:** \_\_\_\_\_

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

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

Reference to:			Description
Page No.	Section	Item No.	
Example: p. 23	D	1.c.	<i>Vendor takes exception to...</i>
<b>EXAMPLE</b>			

\*Print additional pages as necessary

## Exhibit B: 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:

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

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".

- 6. CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
- 7. CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

## Exhibit C: Contractor Set-up Form

Electronic form located at <http://www.acgov.org/cda/hcd/housing/rfp.htm>

<b>HOUSING &amp; COMMUNITY DEVELOPMENT</b>																				
			224 W. Wilson Ave., Suite 108 Hayward, CA 94544  phone: 510.670.5404 fax: 510.510.670.6378 www.acgov.org/cda/hcd			<b>Contractor's Information</b>														
Legal Name				Federal ID																
Doing Business As?				Duns No.		Fiscal Yr Ends:														
Address			City		ST		Zip Code													
Same Remit? <input type="checkbox"/>	Address		City		ST		Zip Code													
Executive Director																				
Telephone No.			Fax:		Email:															
<b>Located in Alameda County?</b>				<b>Community Based Org (CBO)?</b>		<b>Is Contractor an Alameda County Employee /Board Member/Commissioner and/or affiliated with this business?</b>														
<input type="checkbox"/> Yes	<input type="checkbox"/> No	How Long? _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes		<input type="checkbox"/> No												
<b>Are you a Certified Small Local or Emerging Business (SLEB)?</b>																				
<input type="checkbox"/> Yes <input type="checkbox"/> No				Certification No. _____			Expires _____													
<b>Check Type of Contract</b>				<b>Entity</b>			<b>Composition of Ownership</b>													
<input type="checkbox"/> Goods only	<input type="checkbox"/> Goods and Services	<input type="checkbox"/> Rent/Leases	<input type="checkbox"/> Rents/Leases paid to you as the agent	<input type="checkbox"/> Medical Services	<input type="checkbox"/> Legal Services	<input type="checkbox"/> Other Services - Affordable Housing Devlp. or _____	<input type="checkbox"/> Settlement, Judgement, Refunds	<input type="checkbox"/> Court-Appointed Services	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government or Trust	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Tax Exempt	Gov. or Trust : _____	<b>Are you a?</b>		Publicly traded entity	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Public School	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Government	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Non Profit	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Church	<input type="checkbox"/> Yes	<input type="checkbox"/> No									
<b>Continue below if Composition of Ownership is "NO"</b>																				
<b>Ethnicity</b>					<b>For Gender—If "No" for Composition of Ownership and are HGS Devlp, look at board member Demographics to determine ownership information.</b>															
<input type="checkbox"/> African American or Black (> 50%)	<input type="checkbox"/> American Indian or Alaskan Native (> 50%)	<input type="checkbox"/> Asian (> 50%)	<input type="checkbox"/> Caucasian / White (> 50%)	<input type="checkbox"/> Filipino (> 50%)	<input type="checkbox"/> Hispanic or Latino (> 50%)	<input type="checkbox"/> Multi-ethnic minority ownership (> 50%)	<input type="checkbox"/> Multi-ethnic Ownership (50% Minority - 50% Non-Minority)	<input type="checkbox"/> Native Hawaiian or other Pacific Islander (> 50%)	<b>Gender</b>			<input type="checkbox"/> Female (>50% ownership)	<input type="checkbox"/> Male (>50% ownership)							

# Exhibit D: SLEB Partnering Information Sheet

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

### RFP for Program Administrator for Housing Development Capacity Building Program for Community-Based and Faith-Based Organizations

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

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

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

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

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

<input type="checkbox"/> 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: _____

<input type="checkbox"/> BIDDER IS <b>NOT</b> 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: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging
NAICS Codes Included in Certification: _____
SLEB Subcontractor Principal Name: _____
SLEB Subcontractor Principal Signature: _____ Date: _____

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

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

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_