**ATTACHMENT 1A**



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|  | **RFP RESPONSE PACKET** |  |
|  | **RFP No. 2020-ACWDB-YP**  **Youth Innovation Program** |  |

**Responses due: Friday, November 20, 2020 4:00 p.m.**

**Submit via email: Deidra Perry –** [**deperry@acgov.org**](mailto:deperry@acgov.org)

Include bidder’s name and RFP name and number on subject line

**RFP Pre-screening Response Checklist**

Bidders shall provide all the documentation and exhibits identified below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the County’s sole discretion. Please verify each item below that it is correctly submitted as per the RFP specifications and check (✓) its corresponding Check Box and sign below.

|  |  |  |
| --- | --- | --- |
| **Item** |  | **✓** |
| 1. | One (1) original **emailed** not later than 4:00 p.m. |  |
| 2. | The “original” bid response must be signed in **blue ink** by an authorized signature. |  |
| 3. | The “original” bid response is to be loose-leaf, **not** bound. |  |
| 4. | Proposals must be printed on white8 ½” by 11” paper. The font must be 12-point type in “Times New Roman” or equivalent font. Lines shall be single-spaced with 1-inch margins. |  |
| 5. | Table of Contents: Bid responses shall include a table of contents listing the individual sections of the quotation/proposal and their corresponding page numbers. Tabs should separate each of the individual sections. |  |
| 6. | Bidders must also mail the original signed copy of their proposal. |  |

**Response Format: Check Boxes**

**Response Package:**

|  |  |  |
| --- | --- | --- |
| Item |  | **✓** |
| 1. | Proposal Checklist **– signed original in blue ink.** |  |
| 2. | Cover Letter: Includes Federal Tax ID#, organization structure & location |  |
| 3. | Agency Summary Sheet – one page is allowed |  |
| 4. | Agency Description – one page is allowed |  |
| 5. | Statement of Need – four pages are allowed |  |
| 6. | Administrative/Organizational Capacity – four pages allowed |  |
| 7. | Demonstrated Performance/Ability– six pages allowed |  |
| 8. | Comprehensive Services & Strategies – ten pages allowed |  |
| 9. | Outcome and Deliverables/Partnerships – four pages allowed |  |
| 10. | Budget Proposal/Fiscal Management – four pages allowed |  |
| 11. | Projected Staff – four pages & up to six employee classifications allowed |  |
| 12. | Bid Form – Youth Innovation Program – **seven pages are allowed** |  |
| 13. | References – **one page is allowed** |  |
| 14. | Debarment & Suspension Certificate - **signed in blue ink.** |  |
| 15. | Bid Acknowledgement - **signed in blue ink.** |  |

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| **Our agency certifies that all of the above requested information has been completed for RFP No. 2020-ACWDB-YP Youth Innovation Program.** | | | | | |
| Signature: |  | Print Name: |  | Date: |  |

|  |  |
| --- | --- |
| Organization Name: |  |

**COVER LETTER**

**Subject:** **Youth Innovation Program**

This proposal is submitted for consideration of awards under this procurement for the **period July 1, 2021 through June 30, 2022. Initial Contracts will be executed for twelve (12) months beginning with the Program Year 2021-2022.**

Our agency accepts the terms and conditions contained in the Request for Proposals (RFP) package and certifies that all statements in this proposal are true.

**BIDDER’S INFORMATION**

|  |  |
| --- | --- |
| **Name of Project: Youth Innovation Program** | **Total Funds Requested**  **$** |

|  |  |  |  |
| --- | --- | --- | --- |
| **FISCAL AGENT/CONTRACTOR**: **Signature of official authorized to sign for submitting organization** | | | |
| Agency Name: | | Federal Tax Id#: | |
| Organizational Structure (e.g. Nonprofit 501c-3, Corporation, etc.): | | | |
| Name of Official: |  | Title: |  |
| Signature of Official: |  | Date: |  |
| Agency Address | | | |
| Phone: |  | Fax: |  |
| E Mail Address: |  |  |  |

**This Fiscal Agent will be named to receive payments. The Fiscal Agent will retain primary financial and legal responsibility for contract**.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Signature(s) of alternate official authorized to sign for submitting organization | | | | | |
| Agency Name: | | | | | |
| Name of Official: | |  | Title: | |  |
| Signature of Official: | |  | Date: | |  |
| Agency Address: | | | | | |
| Phone: |  | | Fax: |  | |
| E Mail Address: |  | |  |  | |

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| --- |
| **AGENCY SUMMARY SHEET (No Points) – One page allowed** |

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| --- |
| Legal Name: |
| Office Address: |
| Project Name: |
| Project Director Name: |
| Telephone# Fax Phone #: |
| Email Address: |

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| --- | --- | --- | --- |
| **TYPE OF ORGANIZATION: (Check appropriate box)** | | | |
|  | Education Agency |  | Faith-Based Organization |
|  | Human Service Agency |  | Public Non-Profit |
|  | City Government Agency |  | Private Non-Profit |
|  | County Government Agency |  | Private for Profit |
|  | Community-Based Organization |  | Other: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Amount Requested | $ |  | Proposed number of youth to be served: |  |

|  |  |
| --- | --- |
| Identify the ACWDB sub-region(s) proposed to be served: |  |
|  | |
|  | |
|  | |

Responses should be specific, complete, and concise. Use quantifiable information when necessary. Please number and re-state each highlighted heading.

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| **AGENCY DESCRIPTION (No Points) – One page allowed** |

Briefly describe how the goals and objectives of the Youth Innovation Program fits with your agency’s vision, mission, and programs.

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| **Section I: STATEMENT OF NEED (10 Points) – Four pages allowed** |

Describe the in-school youth population to be served through this proposal. The response must include the barriers to educational attainment, career readiness and employment. Address any barriers unique to the sub-region bidder is proposing to serve.

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| **Section II. ADMINISTRATIVE/ORGANIZATIONAL CAPACITY (10 Points) – Four pages allowed** |

1. Describe the program management and administrative program staff responsible for implementing the various components of the Youth Innovation Program. Include the percentage of time allocated. Describe the program manager’s qualification and level of experience.
2. Describe your agency’s systems, processes and administrative controls that will enable you to comply with Federal and State rules and regulations related to fiscal and administrative requirements.
3. Describe your agency’s systems, processes and administrative controls that will support performance management requirements. Explain how your agency collects and manages data that allows for accurate and timely reporting of performance outcomes. Describe the data management software and/or resources utilized for performance reporting.
4. Describe your agency’s experience in leading and participating in comprehensive partnerships that include a wide range of stake holders. Describe your agency’s experience implementing workforce focused youth programs.
5. Provide examples of your agency’s track record administering Federal, State and/or other grants. Include the programmatic goals and results from these projects/programs.

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| **Section III. DEMONSTRATED PERFORMANCE/ABILITY (10 Points) – Six pages allowed** |

1. Describe your prior experience working with high risk youth and/or the target population you are proposing to serve. Include number of years; Indicate what performance goals were required;
2. Include planned number of enrollments/activities and outcome goals and state the actual goals met;
3. Provide information on funding sources;
4. If you do not have previous experience serving high risk youth, how do you intend to initiate contact and develop such services? Document relevant experience in services to high risk youth, standardized case management and follow-up and program outcomes, including those with administering performance-based contracts.
5. Include a summary of two most recent program evaluations or monitoring review reports that are the closet to a WIOA-like program performed by an external agency purchasing your services. If corrective action plan was required, describe how the issues were addressed.

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| **Section IV. COMPREHENSIVE SERVICES AND STRATEGIES (40 Points in total) – Ten pages allowed** |

**Outreach and Recruitment for In-School Youth**

1. Describe your strategies to identify, recruit and enroll the individuals you will be serving and identify the specific strategies and resources you will use to ensure sufficient numbers of eligible clients are recruited to meet your enrollment goals.
2. Explain how you will ensure that all applicants and participants receive information on the full array of available services both through the WIOA system and other non-WIOA training/educational programs.
3. Describe your intake process. Please indicate the location at which intake and eligibility determination will occur and how accessibility for the target population will be achieved. Describe if any activities that will take place at that time (if any).
4. Explain what other factors will be utilized to determine the appropriateness of services for participants enrolled into your Youth Innovation Program?
5. Describe how you will provide effective academic/career guidance to youth to ensure their successful completion of the program in working toward their academic and/or career goals.
6. Describe the services that you will provide to special populations if any, i.e., foster youth, ex-offender youth, and/or pregnant/parenting youth. Include strategies that will be used to recruit and retain targeted youth.

**Service Strategies**

1. Please give a detailed description of your orientation process.
2. Please describe how your program design will incorporate each of the WIOA mandated 14 elements. For each element, please explain what the activities are, the method of delivery and title of responsible staff person/partner organization. Note that a Memorandum of Understanding must be established if partnerships are developed.

Describe how you will evaluate objective assessment of academic levels, skills levels, and service needs of each participant. How will you develop an individual service strategy that identifies the employment goals, appropriate achievement objectives, and appropriate services for the participants taking into account the assessment conducted and plan for each youth? What will this plan include?

Describe how you will educate WIOA youth about local/regional high growth, high-demand industries, and occupations. Will your agency conduct special programs, provide academic remediation, and offer “bridge” programs? What activities will you provide that relates to industry sector related job information/job shadowing, mentoring opportunities and/or subsidized employment opportunities, for how many?

Describe or give examples the type of work readiness curriculum that you are prepared to offer.

Describe occupational training opportunities you are prepared to provide or co-enroll participants. Identify industry and sector and labor market information.

Describe the organization’s connection to other basic skills education/High School Diploma or GED programs and/or are you are planning to provide services in-house, through partnerships or co- enrollments.

Describe the kind of supportive services that you will provide to the participants (and their families) in addition to the direct WIOA funded supportive services.

Please address how these services prepare the individual for completion of high school diploma or GED and/or enter into post-secondary opportunities; prepare the individual for work in appropriate cases, link academic and occupational learning and provide connections to employers/industry or to intermediary organizations, which are linked to the job market and employers.

|  |  |
| --- | --- |
| **WIOA mandated program design elements** | |
| 1. | Tutoring, study skills training and instruction and evidenced-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar documents for individuals with disabilities) or for a recognized post-secondary credential; |
| 2. | Alternative Secondary School Services, or dropout services as appropriate; |
| 3. | Work Experience (meaningful paid and unpaid work experiences that have academic and occupational education as a component of the work experience which may include a. summer employment and other employment opportunities throughout the school year (No stand-alone summer programs); (b) pre-apprenticeship programs; (c) internships and job shadowing; and (d) on-the-job training (OJT) opportunities; |
| 4. | Occupational skill training which includes training programs that lead to recognized post-secondary credentials that are aligned with in-demand industry sectors or occupations; |
| 5. | Education offered concurrently with and in the same context as workforce preparation activities that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupational clusters; |
| 6. | Leadership development opportunities including community service and peer-centered activities encouraging responsibility and other positive social behaviors; |
| 7. | Supportive Services -to reduce the barriers to success in-school and work, which include assistance with limited transportation, linkages to community services, referrals to medical services; appropriate work attire and work-related clothing or tool costs; assistance with books and school supplies. |
| 8. | Adult Mentoring for a duration of at least 12 months that may occur both during and after program participation; |
| 9. | Follow‑up Services for not less than 12 months after the completion of participation: *The agency that has the primary case management responsibility for the youth during program enrollment must submit quarterly reports into ACWDB approved management information data system;* |
| 10. | Comprehensive Guidance and Counseling including drug and alcohol abuse counseling as well as referrals to counseling, as appropriate to the needs of the individual youth; |
| 11. | Financial literacy education; |
| 12. | Entrepreneurial skills training; |
| 13. | Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling and career exploration services; |
| 14. | Activities that help youth prepare for and transition to post-secondary education and training. |

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| **Section V: OUTCOMES AND DELIVERABLES/PARTNERSHIPS (15 Points) – Four pages allowed** |

1. Describe the linkages that you have or will establish to provide a broad-based system of comprehensive services to the target population? Describe any relationships with employers, educational and training institutions, and/or social service organizations that will benefit youth. If any, detail these relationships and what role each will service. Include a memorandum of understanding between your organization and the partner(s). MOUs can be submitted in addition to the four allowed pages.
2. How will the other agencies assist in setting goals and selecting the appropriate mix of services for your participants?
3. How will your partner agencies maintain interaction and involvement with each other through the duration of your program to assure that the service delivery system will continue to grow and improve?

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| **Section VI. BUDGET PROPOSAL/FISCAL MANAGEMENT (10 Points) – Seven pages allowed** |

1. Complete the Bid Form – Youth Innovation Program. Bidders should submit a project budget at the level needed to cover all Contractor wages, benefits, and business costs for the provision of Youth Innovation Program**.**
2. Use the Budget Justification form to provide a brief and concise line-item narrative for each budgeted line-item listed on the Bid Form.

No alterations or changes of any kind are permitted to this form. Bid responses that do not comply will be subject to rejection in total.

ACWDB will provide approximately $180,000 in reimbursable expenses to the selected bidder during the 12-month contract period of PY 2021-22 for the Youth Innovation Program.

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| **VII. PROJECTED STAFF (No Points) Four pages are allowed** |

Complete the boxes below for up to six (6) employee classifications to be involved in the Youth Innovation Program. Please identify which classification(s) will perform the functional duties of Career Navigator, business engagement/job development, and data management.

|  |  |
| --- | --- |
| Job Title: | Number of Employees in this classification |
|  |  |
| Minimum Qualifications and Licenses: | |
|  | |
| Duties and responsibilities within Youth Innovation Program: | |
|  | |

|  |  |
| --- | --- |
| Job Title: | Number of Employees in this classification |
|  |  |
| Minimum Qualifications and Licenses: | |
|  | |
| Duties and responsibilities within Youth Innovation Program: | |
|  | |

|  |  |
| --- | --- |
| Job Title: | Number of Employees in this classification |
|  |  |
| Minimum Qualifications and Licenses: | |
|  | |
| Duties and responsibilities within Youth Innovation Program: | |
|  | |

**BID FORM - Youth Innovation Program**

**PROPOSAL BUDGET & WORKSHEET - (July 1, 2021 – June 30, 2022)**

|  |  |  |  |
| --- | --- | --- | --- |
| **LINE ITEM** | **WIOA COSTS** | **LEVERAGED**  **RESOURCE $$** | **SOURCE OF FUNDS**  **( e.g.- ADA, HUD, Perkins)** |
| **PERSONNEL COSTS** | | | |
| Program Staff Salaries/Wages |  |  |  |
| Program Staff Fringe Benefits |  |  |  |
| Staff Travel |  |  |  |
| Staff Training/Conferences |  |  |  |
| **NON-PERSONNEL** | | | |
| Facilities Operations (rent-utilities, phone, mailing, etc.) |  |  |  |
| Office/operations (Supplies, Printing, Duplicating, Communications) |  |  |  |
| Equipment (*Single Items over $5,000 must receive prior WDB Approval in contract phase*) |  |  |  |
| Insurance & Bonding Costs |  |  |  |
| Sub-Recipient Agreements /  Consultant Contracts |  |  |  |
| Other (define) |  |  |  |
| Other (define) |  |  |  |
|  |  |  |  |
| **PARTICIPANT COSTS** | | | |
| Participant Assessment Tools |  |  |  |
| Participant Tuition, Fees |  |  |  |
| Participant Books & Teaching Aids |  |  |  |
| Participant Compensation |  |  |  |
| Participant Support Services |  |  |  |
| Other (define) |  |  |  |
| Other (define) |  |  |  |
| **INDIRECT COST RATE\*\*\*\*** | | | |
|  |  |  |  |
| **TOTALS** |  |  |  |

*\*See Staff Salaries Worksheet*

*\*\* See Sub-Recipient Agreements/Consultant Contracts Worksheet*

*\*\*\* See Direct Participant Costs/Supportive Services Worksheet*

*\*\*\*\* Cost Rate Letter from a Cognizant Federal Agency is required in order to charge an Indirect Cost Rate to WIOA*

**Staff Salaries/Wages Worksheet:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **POSITION**  **(1 Staff per Line)** | **ANNUAL**  **SALARY**  **AMOUNT** | **WIOA**  **SHARE** | **LEVERAGED**  **RESOURCE$** | **CURRENT FUNDING SOURCE(S)** |
| **Example:**  *Executive Director* | *$75,000* | *$75,000* |  | *ADA* |
|  |  |  |  |  |
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| **TOTALS** |  |  |  |  |

**Participant Compensation Worksheet:**

|  |  |  |
| --- | --- | --- |
| **TYPE OF COMPENSATION** | **WIOA COST** | **AMOUNT & SOURCE OF**  **CASH/IN-KIND** |
| **Work Experience (Wages & Fringe)** |  |  |
| **Supportive Services**  (Transportation, Work related clothing, tools, finger printing, etc.) |  |  |
| **Data Processing Costs** (if any) |  |  |
|  |  |  |
| **TOTALS** |  |  |

|  |  |  |
| --- | --- | --- |
| **TOTAL AMOUNT OF WIOA FUNDS REQUESTED** | **NUMBER OF PARTICIPANTS**  **TO BE SERVED** | **COST PER PARTICIPANT** |
|  |  |  |

**Sub recipient Agreements/Professional Consultant Services Worksheet:**

|  |  |  |
| --- | --- | --- |
| **LIST SPECIFIC SERVICE**  **Professional/ Consultant Services:** | **WIOA COST** | **$$ AMOUNT & SOURCE**  **OF CASH/IN-KIND** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **Totals** |  |  |

**BUDGET JUSTIFICATION**

(Provide a brief and concise budget narrative that explains each requested line item)

**Personnel Costs**

Program Staff Salaries/Wages -

Program Staff Fringe Benefits -

Staff Travel -

Staff Training/Conferences -

**NON-PERSONNEL**

Facilities Operations -

Office Operations -

Equipment -

Insurance & Bonding Costs -

Sub-Recipient Agreements/Consultant Contracts -

Other - define

Other (define) -

**PARTICIPANT COSTS**

Participant Assessment Tools

Tuition & Fees -

Teaching Aids -

Participant Compensation -

Participant Support Services -

Other (define) -

Other (define) –

Indirect Cost Rate (define) –

*If Indirect Cost Rate is charged to WIOA, a Cost Rate Letter from a Cognizant Federal Agency* ***must*** *be submitted*

**CURRENT REFERENCES**

|  |  |
| --- | --- |
| Company Name: |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact Person: |  |
| Telephone Number: |  |
| E Mail: |  |
| Service Provided: |  |
| Dates/Type of Service: |  |

|  |  |
| --- | --- |
| Company Name: |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact Person: |  |
| Telephone Number: |  |
| E Mail: |  |
| Service Provided: |  |
| Dates/Type of Service: |  |

|  |  |
| --- | --- |
| Company Name: |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact Person: |  |
| Telephone Number: |  |
| E Mail: |  |
| Service Provided: |  |
| Dates/Type of Service: |  |

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| --- | --- |
| Company Name: |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact Person: |  |
| Telephone Number: |  |
| E Mail: |  |
| Service Provided: |  |
| Dates/Type of Service: |  |

|  |  |
| --- | --- |
| Company Name: |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact Person: |  |
| Telephone Number: |  |
| E Mail: |  |
| Service Provided: |  |
| Dates/Type of Service: |  |

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT**

**VENDOR INFORMATION**

ALCOLINK Vendor Number (if known): 00000 SLEB Vendor Number:

Full Legal Name:

DBA:

Type of Entity: Individual Sole Proprietor Partnership

Corporation Tax-Exempted Government or Trust

**Check the boxes that apply:**

Goods Only Goods & Services Rents/Leases  Legal Services

Rents/Leases paid to you as the agent Medical Services Non-Medical Services – Describe:

Other:

Federal Tax ID Number (required):

P.O. Box/Street Address:

Vendor Contact’s Name:

Vendor Contact’s Telephone:       Fax:

Vendor Contact’s E-mail address:

***Please check all that apply:***

LOC Local Vendor (Holds business license within Alameda County)

SML Small Business (as defined by Small Business Administration)

I American Indian or Alaskan Native (>50%)

A Asian (>50%)

B Black or African American (>50%)

F Filipino (>50%)

H Hispanic or Latino (>50%)

N Native Hawaiian or other Pacific Islander (>50%)

W White (>50%)

Number of entry level positions available through the life of the contract:\_\_\_\_\_\_\_\_\_\_\_

Number of other positions available through the life of the contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This information to be completed by County:

Contract #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Amount:

Contract Term:

**DEBARMENT AND SUSPENSION CERTIFICATION**

(For Procurements over $25,000)

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.

|  |
| --- |
|  |

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

|  |  |  |
| --- | --- | --- |
| BIDDER: |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| PRINCIPAL: |  | TITLE: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNATURE: |  | DATE: |  |

**BID ACKNOWLEDGEMENT**

The County of Alameda is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated, and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. **Preparation of bids**: (a) all prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes of any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. **Failure to bid:** If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. **Taxes and freight charges: (**a) unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) 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 County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for 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. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
4. **Award:** (a) Unless otherwise specified by the bidder or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
5. **Patent indemnity:** Vendors who do business with the County shall 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 right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. **Samples:** Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test, may upon request (made when the sample is furnished), be returned at the bidder’s expense.
7. **Rights and remedies of County for default:** (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b)Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. **Discounts:** (a) Terms of less than ten (10) days for cash discount will be considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.
9. **California Government Code Section 4552:** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
10. **No guarantee or warranty:** The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

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| --- |
| Firm: |
| Address: |
| State/Zip |
| What advertising source(s) made you aware of this RFP? |

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| By: |  | Date: |  | Phone: |  |

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