COUNTY OF ALAMEDA

COMMUNITY DEVELOPMENT AGENCY

HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

ALAMEDA COUNTY HOUSING PORTAL COORDINATOR
& SOFTWARE VENDOR

Release Date:
Monday, August 30, 2021

<u>This is an Electronic Submission</u>

RESPONSE DUE:
Friday, October 15, 2021 by 4pm

Bid Number: 1-ACHPCSV

Contact for Questions:
HCDadmin@acgov.org

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Section 1: Introductory Information

A. Intent of Request for Proposals (RFP) and Funding Available

The goal of the **Alameda County Housing Portal** (https://housing.acgov.org/) is to provide low-income people and property managers with one-stop shop access to apply for and manage affordable housing. Alameda County is soliciting qualified organizations to serve in the roles of:

1. Housing Portal Coordinator ("Coordinator") to address program management, user support, and housing placement needs; and
2. Housing Portal Software Vendor to address system development, system maintenance, and technical support needs.

Alameda County intends for two or more organizations to submit a joint proposal in response to this Request for Proposals (RFP). Selected organizations will work together to continue to build out and develop the programmatic and technical capabilities of the Portal. Portal development up to this point has included multi-family 100% affordable properties funded through the Alameda County Measure A1 Housing Bond and Below Market Rate rental opportunities. Planned expansion includes Below Market Rate homeownership opportunities, deed restricted affordable Accessory Dwelling Units, homeownership down payment assistance loan opportunities, and programs that provide shelter, transitional housing, rental assistance, legal support, supportive housing, veteran housing, public housing, and Section 8 Vouchers, as well as information on non-profit agencies that perform various kinds of housing support.

HCD requests proposals from qualified parties with significant familiarity with housing policy and programs; experience with marketing and lease-up processes; experience with communicating with affordable housing stakeholders including housing applicants, property managers, and developers; familiarity with a data-driven approach including decision-making based on large quantities of data, user feedback, and analytics analysis; and familiarity with agile development processes to complete design and build of the existing web-based Housing Portal. HCD intends to select a team of applicant organizations with whom the County will enter into a single contract to undertake the Scope of Services outlined in this RFP.

B. Term of Engagement

The successful applicants must be willing and able to meet Alameda County's contracting requirements as set forth in this RFP. The term of contract is anticipated to be approximately one-three years and subject to annual appropriations, after which time, by mutual agreement and if additional funds are available, the contract which may be awarded pursuant to this RFP, may be extended for optional extensions for up to seven years at agreed prices with all other terms and conditions remaining the same.

HCD will serve as the main point of contact for the selected applicants, including preparing the contract for approval by the Alameda County Board of Supervisors, overseeing entity contract implementation, and ensuring outcomes are met.

C. Application Due Date (Electronic Submittals Only)

Applications are due by 4 pm on Friday, October 15, 2021 and must be submitted electronically to HCD. Additional instructions may be found in Section 5 of this RFP.

Submittals constitute public records. Applicants should understand that, under the California Public Records Act, all documents that are submitted in response to this RFP are considered part of the public record and will be made available to the public, upon request, following the Submittal Due Date. The County reserves the right to suspend, amend, or modify the provisions of this RFP, to reject proposals, to negotiate modifications of proposals, or to award less than the full amount of funding available. ***Alameda County is an Equal Housing Opportunity and Accessible Housing Provider.***

Section 2: Program Summary

The Alameda County Housing Portal (https://housing.acgov.org/) has been built to be a single-entry point for access to affordable rental housing and continues to evolve with new functions to increase usability and accessibility. Low-income households have had to navigate complex applications and ever-changing waitlist openings to monitor affordable housing availability. This process is time consuming, frustrating, and challenging to navigate.

Alameda County launched the Housing Portal in April 2020. Since then, fifteen affordable rental properties have been listed on the Portal, representing a total of approximately 456,752-page views, 9,246-total applications, and 413-units filled. Listings provide a centralized resource for finding affordable housing opportunities across Alameda County, a common application provides an easy and consistent way for housing applicants to apply to listings, and a separate portal enables affordable housing developers to manage applications. The Housing Portal can be found here: https://housing.acgov.org/.

The system must continue to provide mobile-focused, responsive web-based interfaces and processes that make it simple for users at all levels of computer and web skills to search and apply for all available affordable Alameda County rental properties, and may expand its rental property offerings as well as add homeownership and housing assistance programs offered by non-profits. At this point in time, the site includes and is anticipated to include features such as:

- Presenting a welcoming user-friendly branded interface that provides information about Alameda County and Alameda County HCD housing programs in general; and
- Conveying program details and eligibility information; and
- Helping users assess property and program eligibility; and
- Allowing users to optionally create secure accounts to maintain personal and household information, self-service account administration (i.e., password reset); and
- Filtering search results by desired attributes and eligibility; and
- Providing information relevant to a user regarding other housing-related programs for which they may be eligible; and
- Communicating status and other instructions via multiple channels (on-screen, email, text message, etc.); and
- Written translation of copy available in Spanish, Traditional Chinese, and Vietnamese; and

- Open-source code that is freely available for possible modification and open collaboration.

The open-source Portal is part of a regional effort, linking into the existing and ongoing work of building similar online affordable housing portals in the City and County of San Francisco, County of San Mateo, and the City of San Jose. San Francisco launched its affordable housing web portal, DAHLIA, approximately five years ago.

Section 3: Scope of Services

The Scope of Services broadly includes two phases (pilot phase and implementation phase). Applicants' submittals must include a detailed narrative **Program Plan** that responds to the Scope of Services described within this Section. Applicants will need to demonstrate their ability to deliver the Scope of Services outlined herein in their submitted application materials. **Refer to specific submittal requirements in Part E of Exhibit A.** The Coordinator will serve in the key roles of Program Manager, User Support Coordinator, and Housing Placement Coordinator; and the Software Vendor will serve in the key roles of addressing system development, system maintenance, and technical support needs. Applicants will need to demonstrate their ability to deliver the Scope of Services outlined herein in their submitted application materials, must include a proposed schedule broken out by phases (Pilot Phase and Implementation Phase), and must demonstrate the ability to work together collaboratively with the organization(s) for which the joint proposal is submitted.

A. Pilot Phase

1) Upon receipt of HCD's Notice of Intent to Award letter, assign experienced staff to complete the contract execution process in collaboration with the team organization that jointly submitted the proposal.
2) Upon award of contract by the Board of Supervisors, participate in kick-off meeting with HCD staff and team organization staff to discuss overall program goals, schedule, and next steps.
3) Review research done to date and conduct necessary additional discovery and business analysis in collaboration with the County.
4) Learn and understand the existing code base.
5) Provide input into existing Housing Portal Marketing Plan, public information materials, and training materials, on-boarding materials, and additional program procedures, for review and approval by HCD.
6) Communicate with multiple stakeholders, including many with low-tech knowledge and vocabulary, to obtain the necessary information regarding system requirements. Please note that Alameda County HCD has engaged approximately 40 stakeholders to date in the development of the Portal.
7) Research and draft user stories to define the requirements of the software to be built.
8) Iteratively collect feedback and measure user satisfaction with the software to inform future user stories and work prioritization.
9) Work alongside HCD staff in coordination with team organization to coordinate workflow for on-going coordinator and technical needs.

10) Participate in planning for the regional effort.

B. Implementation Phase

1) Housing Portal Coordinator
    a. Program Manager
        - Conduct outreach, enrollment, and on-boarding of housing developers and property managers to ensure that vacant affordable units across Alameda County are listed on the Portal. Report to Alameda County monthly on the outcomes of the outreach and engagement.
        - Coordinate with technology vendor to manage new and on-going Portal functionality needs that may arise.
        - Coordinate with translation vendor to manage on-going Portal translation updates.
        - Coordinate with County to develop and maintain on-going relationships with cities, housing developers, and property managers to ensure new needs are met.
        - Provide facilitation and coordination support to the Housing Portal Steering Committee and any committee working groups to develop system policies.

    b. Housing Applicant Support Coordinator
        - Coordinate with technology vendor to ensure system is functioning.
        - Respond to email inquiries and phone calls and provide support to users as needed.
        - Propose product and process improvements based on feedback from applicants, developers, property managers, leasing agents, and County staff.
        - Provide on-going analysis of aggregated application data to support cities, the County, property managers, housing developers with on-going marketing efforts and funding decisions.

    c. Housing Placement Coordinator
        - Set up and publish new affordable housing listings by coordinating with developers, property managers, leasing agents, County & City staff, and technology vendor.
        - Manage application process by coordinating with developers, property managers, leasing agents, County staff, and technology vendor.
        - Direct applicants to listings that are applicable to their needs and provide applicant assistance as needed by phone and through email.
        - Coordinate lottery process by working with developers, property managers, leasing agents, County staff, and technology vendor.
        - Provide support to developers, property management staff, and leasing agents.

2) Housing Portal Software Vendor
    a. System Development

- Based on user stories identified in the Pilot Phase and iteratively throughout development, use an Agile process to continue to build a web application that meets product requirements and agreed-upon user needs.
- Continue build out of a modern, user-friendly branded front-end that accounts for the following: required processes and features, accessibility, mobile-centric responsive design, ease of use and navigation for those with low tech experience, and multi-lingual needs.
- Conduct necessary user research to inform continued Portal design, and conduct user testing on prototypes and product builds.
- Collaborate closely in an Agile methodology with developers, County, and city staff, including requirements development, daily standups, usability testing, and sprint planning and retrospectives as needed for additional Portal functionality.
- Incorporate and provide original and non-copyrighted assets.
- Communicate with multiple stakeholders, including many with low-tech knowledge and vocabulary.

b. System Maintenance
   - Ensure Portal is running and free of defect.
   - Ensure that the system stays up to date, including maintaining software patches that are inherent to the maintenance of the system.
   - Set up and manage automated testing throughout the development and deployment process.

c. System Support
   - Communicate and provide support to multiple stakeholders, including many with low-tech knowledge and vocabulary.
   - Deploy updates to the existing software to the public iteratively.

Section 4: Eligibility Requirements/Minimum Qualifications

The team of applicants must jointly meet **the following minimum qualifications** to be considered for the contract**:**

1) Be regularly and continuously engaged in the business of providing housing information or similar services in alignment with those identified in the Scope of Services in the Bay Area, ideally within Alameda County. Successful applicants will have a proven track record.

2) Possess familiarity with affordable housing policies and programs, especially related to marketing and lease-up processes.

3) Have a demonstrated track record of communicating and working successfully with affordable housing stakeholders including housing applicants, property managers, and developers.

4) Have demonstrated experience and success undertaking a data-driven approach, decision-making based on large quantity of data, user feedback, and analytics analysis.

5) Have demonstrated experience working with technology to increase access to information services, or housing opportunity services.

6) Have demonstrated experience creating modern, user-friendly sites with visual brand identity that accounts for: required processes and features, accessibility, and multi-lingual needs.

7) Have demonstrated experience with Agile development processes including performing discovery, including end-user and stakeholder research, and translating it into user stories.

8) 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)**.

9) Have capacity to serve in the Alameda County Housing Portal Coordinator and Software Vendor roles, coordinate with HCD staff, and meet communication and reporting requirements as required by the Scope of Services.

Section 5: RFP, Application Submission, Other Procedures and Instructions

A. Mandatory Virtual Bidders' Information Session

Those interested in submitting a proposal ("Application") in response to the RFP are required to attend a **Virtual Bidders' Information Session**, where HCD will present the RFP content and answer questions. Two Virtual Bidders' Information Sessions will be held. To participate in one of the Virtual Bidders' Sessions, please register at HCD's Zoom registration links below. Meeting details are provided below.

Wednesday, September 8, 2021, 3:30pm – 5pm
https://us02web.zoom.us/meeting/register/tZUocemqqTwjHtStvn9kJiC89e5d013yCH_u

Friday, September 10, 2021, 2:30pm – 4pm
https://us02web.zoom.us/meeting/register/tZUrdumgqzssEtQ_fFhRZq59bXVkXSmDVlCx

The announcement of the Virtual Bidders' Information Sessions and release of the Alameda County Housing Portal Coordinator & Software Vendor RFP was emailed to organizations and individuals that signed up for announcements through HCD's "e-Subscriptions" listserv for Funding Opportunities, other interested parties identified by HCD, and organizations in the

housing services classification signed up with Alameda County's General Services Agency (GSA) to receive notices of competitive selection processes. The RFP was posted in the "What's New" section of HCD's website page.

B. How to Apply (Electronic Submittals Only)

1) Application Due Date

Applications are due by **4 pm on Friday, October 15, 2021**. Late applications will not be accepted. Hard copies will not be accepted. The PDF document must be submitted by 4:00 PM to HCDadmin@acgov.org. Applicants are strongly encouraged to submit applications in advance of the deadline to avoid technical issues.

2) Application Organization

A complete application packet consists of **Parts A through D of Exhibit A** (Submittal Addendum and Certifications), plus all additional required submittal documentation described in **Part E (Required Documentation and Submittals) of Exhibit A**. The application must be combined into one PDF document and submitted electronically to HCDadmin@acgov.org. The County will provide verifications of submissions electronically to applicants within 72 hours of receipt.

C. Applicant Submittal Requirements

Applications are to be straightforward, clear, concise and specific to the information requested. In order for applications to be considered complete, applicant must provide responses to all information requested.

Applications in whole or in part, are NOT to be marked confidential or proprietary. County will not be able to honor that request due to public information requirements and may refuse to consider any application or part thereof so marked. Applications 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. Under California Public Records Act, all documents submitted in response to this RFP are considered part of the public record and will be made available to the public, upon request, following the application deadline.

D. How to Submit Questions

Any questions should be emailed to HCDadmin@acgov.org no later than **5 pm on Friday, October 1, 2021**. HCD will respond to all questions in regular, consolidated Frequently Asked Question (FAQ) documents that will be sent to the email addresses of only those individuals that participated in one of the Virtual Bidders' Information Sessions.

All contact during the RFP process and evaluation phase shall only be through the designated email for the RFP at HCDadmin@acgov.org. Applicants shall neither contact nor lobby County

staff or evaluators during the evaluation process. Attempts by applicant to contact and/or influence application evaluators may result in disqualification of the applicant.

E. Revisions to RFP

If it becomes necessary to modify any aspect of this RFP, HCD will prepare an addendum and email it to each organization included on the email listservs used for original distribution of this RFP. The addendum will also be sent to those entities that participated in one of the Virtual Bidders' Information Sessions, and posted to HCD's website at https://www.acgov.org/cda/hcd/.

F. 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.

G. 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.

H. Submittal Addendum and Certifications Exhibit

Applicants are required to review, sign and submit the Submittal Addendum and Certifications found as **Exhibit A** to this RFP. The Submittal Addendum contains specific instructions with regard to the submittal and website links to the County's contracting and employment requirements.

I. Reservation of Rights

HCD reserves the right to conduct any investigation of the qualifications of any applicant that it deems appropriate, negotiate modifications to any of the items submitted, request additional information from any applicant, 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.

J. Interviews

HCD reserves the right to conduct interviews in connection with responses submitted in response to this RFP. As such, all entities responding to this RFP should be prepared to participate in a video phone call (Zoom or similar format) upon request by HCD.

K. Estimated RFP Timeline

Date	Event
Monday, 8/30/2021	**RFP Release Date**
Wednesday, 9/8/21	Virtual Bidders' Conference
Friday, 9/10/21	Virtual Bidders' Conference
Wednesday, 9/15/21 by 5pm	**Mandatory deadline to submit Letter of Intent to Apply.**
Each Friday by 5pm	HCD issues FAQ document for questions received the previous week
Friday, 10/1/21 by 5pm	**Deadline to submit questions for FAQ**
Friday, 10/8/21 by 5pm	Final FAQ details issued
Friday, 10/15/21 by 4pm	**RFP Submission Deadline**
Through 11/19/21	Response Review/Interviews/Scoring
Monday, 11/22/21	Notice of Recommendation to Award/Not Award
Wednesday, 12/1/21	Deadline for Submission of Appeals
December 2021	Contract Preparation and Execution by Contractor
Tuesday, 1/11/22	Recommendation to BOS for contract approval
Tuesday, 1/11/22	Contract Start Date

Section 6: Review and Funding Process

A. Initial Review Process

Applications will be reviewed by County staff and/or consultants for completeness, meeting minimum eligibility requirements, and competitiveness. Incomplete applications may not be accepted. Staff may ask clarifying questions of applicants and include this information in the review process. Applications that do meet the minimum eligibility requirements may be rejected, may not be rated, and may not be considered for selection.

B. Evaluation Criteria

Each complete application will be rated and ranked based on the criteria contained in the Evaluation Criteria table below. Once rated, applicants will be ranked in order of highest point value. The applicant whose experience best meets the needs of the County will be recommended to the Board of Supervisors for this contract.

Qualification of applicants will be performed by County staff and/or others who have significant familiarity with housing policy and programs; experience with marketing and lease-up processes; experience with communicating with affordable housing stakeholders including housing applicants, property managers, and developers; familiarity with a data-driven approach including decision-making based on large quantities of data, user feedback, and analytics analysis; and familiarity with agile development processes to complete design and build of the existing web-based Housing Portal. These experts will evaluate and verify applicant responses. HCD shall notify applicants of the qualification outcome.

Points will be awarded on a sliding scale. The County reserves the right to assign points in a range between the numerical points shown in this table. A threshold of 70 points will be necessary to be awarded a contract through this RFP.

Evaluation Criteria	**Total Points Available**
Experience with effective program management of affordable housing programs and services • Applicant has experience working with housing developers, property managers, cities, housing applicants, and County staff on affordable housing programs and services. • Applicant has demonstrated experience with designing and enforcing County policies and procedures to implement services. • Applicant has demonstrated experience working with best-in-class and emergent technology platforms and companies to provide affordable housing resources and/or services. • Applicant has developed materials and resources that facilitate successful outreach, enrollment, and on-boarding to housing developers (e.g. fact sheets, FAQs, presentations given, meetings facilitated). • Applicant has demonstrated capacity for managing multiple workstreams (e.g. knowledgeable and engaged staff, project management software, operational systems). • Applicant has demonstrated measurable success engaging with developers and property managers and placing eligible applicants.	**10 points**
Experience with providing technical coordination support to low-income affordable housing applicants • Applicant has demonstrated experience successfully responding to and resolving email inquiries and phone calls from low-income housing applicants.	**10 points**

• Applicant has experience successfully coordinating with technology vendors on system planning, maintenance, and enhancements to better serve users. • Applicant has experience developing and providing effective technical training materials in multiple formats and languages (manuals, video, remote training, etc.) to housing applicants as necessary.	
Experience with providing housing placement coordination services to low-income affordable housing applicants • Applicant has a demonstrated and thorough understanding of federal and state fair housing laws and regulations. • Applicant has a thorough understanding of different types of affordable housing, including 100% affordable, inclusionary, referral-based, housing vouchers, and project-based vouchers. • Applicant has provided direct customer support to low-income affordable housing applicants, successfully connecting applicants to housing opportunities. • Applicant demonstrates high cultural competency in outreach to housing applicants and developers. • Applicant successfully engages with housing developers and publishing new affordable housing listings. • Demonstrated experience and knowledge of affordable housing application materials, procedures, and processes.	**10 points**
Experience with data-driven strategic decision-making in affordable housing program management and implementation • Applicant has experience providing data analysis using Google Analytics, application data, and U.S. Census data to support strategic decision-making by cities, the County, and housing developers. • Demonstrated examples from a successful project showing the ability to incorporate feedback into improved program implementation.	**10 points**
Experience with cloud-hosted website development, maintenance, and support • Applicant has experience working with Agile development processes, including daily scrums and iterative development/feedback cycles. • Applicant has experience performing discovery, including end-user and stakeholder research, and translating it into user stories. • Applicant has experience designing and developing mobile-centric responsive web applications. • Applicant has experience creating modern, user-friendly sites with visual brand identity that accounts for: required processes and features, accessibility, and multi-lingual needs. • Applicant has experience working with complex information (introductory, instructional, navigation, pictorial, form completion, help text, etc.) and functionality (forms and form submission, step-by-step processes, secure account creation and maintenance, custom	**30 points**

tools, various methods of communication to users regarding real-time status, context-based responses, etc.). • Applicant has experience working with clients and stakeholders to extract unsaid requirement details (i.e., by asking questions different ways, using various scenarios, talking with stakeholders that represent different system roles). • Applicant has experience with communicating and working with multiple stakeholders at varying levels of technical comfort and expertise (including those with very low technical knowledge and vocabulary). • Applicant has experience designing complex websites that include both front-end and back-end and development. • Applicant has experience implementing multi-language websites.	
Business in Alameda County; Experience working with Contractors and SLEB firms • Applicant is an Alameda County certified SLEB or will include a SLEB sub-contractor in its program • Applicant organization is based in Alameda County	**10 points**
Quality of Program Plan, Budget, and Schedule, and responsiveness to Scope of Services • The Program Plan narrative demonstrates a clear understanding of the Scope of Services and addresses all required components. • The Program Plan identifies goals and objectives by contract phase. • The provided Budget seems reasonable and feasible and includes a projection of the number of listings published on the Portal. • The provided Schedule seems reasonable and feasible, and all contract tasks by phase are identified. • Application/Submittal is thorough and comprehensive in scope. • The Applicant has submitted all required information in a clear, understandable manner.	**12 points**
Personnel Plan and Capacity • Applicant has a track record of success in hiring and retaining staff. • Personnel Plan demonstrates qualifications and capacity to undertake the Program in January 2022.	**5 points**
Quality of references submitted • Applicant demonstrates successful experience working under contract with public agencies. • References provided have knowledge about, and direct experience with, the Applicant. • Quality and relevance of references.	**3 points**
TOTAL POINTS	**100**

Additional Points will be awarded based on the Alameda County Small Local and Emerging Business (SLEB) status as described in **Exhibit A** attached to this RFP.

C. Right to Ask for additional or clarifying information or to Waive Irregularities

HCD reserves the right to:

1) Withdraw this solicitation at any time without prior notice and, furthermore, makes no representation that any contract will occur and that funds will be awarded to any respondent to this solicitation;
2) Waive any irregularities in the RFP process and to reject any and all submissions not in the best interest of Alameda County;
3) Request additional information and material;
4) Fund any application at any amount in order to further Alameda County's goals and objectives on housing issues; and
5) Retain all submitted applications.

Selection or rejection of an application does not affect these rights.

D. Notice of Recommendation to Award/Not Award

At the conclusion of the RFP response evaluation process, all applicants will be notified by email of the contract award recommendation(s), if any, by HCD. The document providing this notification is called the **Notice of Recommendation to Award/Not Award**. The Notice of Recommendation to Award/Not Award will provide the name of the applicant being recommended for contract award, if any, and the names of all other parties that submitted applications.

At the conclusion of the RFP response evaluation process, debriefings for unsuccessful applicants will be scheduled and provided upon written request and will be restricted to discussion of only that application. Under no circumstances will any discussion be conducted with regard to any other applications.

The submitted applications shall be made available upon request no later than 5 business days after the Notice of Recommendation to Award/Not Award is issued.

E. Protest/Appeals Process

The following is provided in the event that applicants wish to protest the application process or appeal the recommendation to award a contract once the Notice of Recommendation to Award/Non-Award have been issued. Protests submitted prior to issuance of the Notice of Recommendation to Award/Non-Award will not be accepted by the County.

1) Any protest by any applicant regarding their own application must be submitted in writing to the Alameda County Housing and Community Development Department, HCDadmin@acgov.org, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Recommendation to Award/Not Award, not the date received by the Applicant. A protest received after 5:00 p.m. is considered received as of the next business day.
    a) The protest must contain a complete statement of the reasons and facts for the protest based on the information submitted in the application.

b) The protest must refer to the specific portions of all documents that form the basis for the protest.
c) The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
d) The County or its designee will notify all applicants of the protest as soon as possible.

2) Upon receipt of written protest, HCD Department Head or his or her designee will review and evaluate the protest and issue a written decision. HCD, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting applicant and others (as appropriate) to discuss the protest. The decision on the protest will be issued at least ten (10) business days prior to the Board hearing or County award date. The decision will be communicated by e-mail and will inform the applicant whether or not the recommendation to the Board of Supervisors in the Notice of Recommendation 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 on a protest if a decision on the protest could have resulted in the applicant not being an apparent successful applicant.

3) The decision of HCD on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The applicant whose application is the subject of the protest, all applicants affected by HCD's decision on the protest, and the protestor have the right to appeal if not satisfied with HCD's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the protest decision by HCD, not the date received by the Applicant. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by HCD shall not be considered under any circumstances by the County or the Auditor-Controller OCCR.
   a) The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
   b) In reviewing protest appeals, the OCCR will not re-judge the application(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department (HCD) materially erred in following the application process or, where appropriate, County contracting policies or other laws and regulations.
   c) The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by HCD. As such, an applicant is prohibited from stating new grounds for a protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by HCD and will determine whether to uphold or overturn the protest decision.
   d) The Auditor's Office may overturn the results of an application process for ethical violations by procurement staff, county selection committee members, subject matter experts, or any other County staff managing or participating in the application process, regardless of timing or the contents of a protest.
   e) The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor,

the applicant whose application is the subject of the protest, and all applicants affected by the decision.

4) The County will complete the protest/appeal procedures set forth in this paragraph before a Recommendation to Award a Contract is considered by the Board of Supervisors for the Core Service Area for which the applicant applied.

5) 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. 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, including filing a Government Code claim or legal proceedings.

F. Contract Preparation and Staff Recommendation to Board of Supervisors

At the conclusion of the RFP response evaluation process, including any protest/appeals periods (if applicable), HCD staff will work with the recommended contractor to finalize the terms and conditions of the contract between the contractor and the County. Staff will prepare the contract and a letter to the Alameda County Board of Supervisors containing the recommendation for the contract award.

G. Awarding a Contract

1) During the initial period of any contract which may be awarded to Contractor, the County may review the application, 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 or remote file review at the discretion the County.

2) The County reserves the right to determine, at its sole discretion, whether:
   a) Contractor has complied with all terms of this RFP; and
   b) 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.

3) 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 may be notified that the contract is being terminated. The County will have the right to invite the next highest ranked Applicant for the scope of work to enter into a contract.

4) Applications will be evaluated by a committee and will be ranked in accordance with the RFP. Award may not necessarily be made to the Applicant with the lowest price.

5) 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.

6) The County reserves the right to award to a single or multiple Contractors.

7) The County has the right to decline to award this contract or any part thereof for any reason.

8) Board approval to award a contract is required.

9) Any application/submittals that contain false or misleading information may be disqualified by the County.

10) A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.

11) Specific contract terms and conditions will be negotiated with each selected applicant. By submitting an application, applicant agrees to the boilerplate language of the Final Standard Agreement. Applicant may access a copy of the Standard Services Agreement template online at the link below. The template contains minimal Agreement boilerplate language only. http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf

Section 7: List of Exhibits

Exhibit A - Submittal Addendum and Certifications
- Part A – Organization Information
- Part B – Applicant Information and Acceptance
- Part C – Exceptions, Clarifications, Amendments
- Part D – Professional References
- Part E – Required Documentation and Submittals

Exhibit B - Alameda County Minimum Insurance Requirements
Exhibit C - SLEB Partnering Information Sheet and Certification Instructions

EXHIBIT A: SUBMITTAL ADDENDUM AND CERTIFICATIONS

Alameda County Housing Portal Coordinator & Software Vendor
Request for Proposals
August 2021

INSTRUCTIONS: Complete and submit all pages of this Exhibit A Submittal Addendum and Certifications electronically in PDF form, including Part A (Organization Information), Part B (Applicant Information and Acceptance), Part C (Exceptions, Clarifications, Amendments), and Part D (Professional References). Sign and date this Submittal Addendum and Certifications at the conclusion of Parts A and B. Submit all additional required documentation described at Part E (Required Documentation and Submittals).

- **AS DESCRIBED IN THE INSTRUCTIONS OF THE SUBMITTAL ADDENDUM SECTION OF THIS RFP, APPLICANTS ARE TO SUBMIT ONE (1) ELECTRONIC COPY OF THE SUBMITTAL IN PDF. NO PHYSICAL APPLICATION MATERIALS WILL BE ACCEPTED.**

- **ALL PAGES OF THIS SUBMITTAL ADDENDUM MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS AS PDFS; 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 APPLICATION RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY ANNOTATED "N/A".**

- **APPLICANTS MUST QUOTE PRICE(S) AS SPECIFIED IN THE RFP, INCLUDING ANY ADDENDUMS. 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. THESE DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY ONLY.**

- **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 <u>ANY</u> CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY'S SMALL, LOCAL, AND EMERGING BUSINESS PROGRAM (SLEB) POLICY, THESE <u>MUST</u> BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS SUBMITTAL ADDENDUM (PART C) IN ORDER FOR THE SUBMITTAL RESPONSE TO BE CONSIDERED COMPLETE.**

- **FOR ALL DOCUMENTS PREPARED AND SUBMITTED BY THE APPLICANT, THE COUNTY SUGGESTS USING 12-pt CALIBRI, ARIAL, OR TIMES NEW ROMAN FONT, WITH PAGE MARGINS OF AT LEAST ONE INCH**

PART A: ORGANIZATION INFORMATION

Official Name of Applicant: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- ☐ Corporation
- ☐ Limited Liability Partnership
- ☐ Limited Liability Corporation
- ☐ Joint Venture
- ☐
- ☐ Unincorporated Association
- ☐ Other: _____

Jurisdiction of Organization Structure: _____

Date Organization was formed: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Authorized Signer: _____

Dated this _____day of _____20_____

PART A1: ORGANIZATION #2 INFORMATION

Official Name of Applicant: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- ☐ Corporation
- ☐ Limited Liability Partnership
- ☐ Limited Liability Corporation
- ☐ Joint Venture
- ☐
- ☐ Unincorporated Association
- ☐ Other: _____

Jurisdiction of Organization Structure: _____

Date Organization was formed: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Authorized Signer: _____

Dated this _____day of _____20_____

PART B: APPLICANT INFORMATION AND ACCEPTANCE

To: The County of Alameda

From: _____
(Official Name of Applicant)

1. The undersigned declares that the Application 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 Application Documents of this RFP.

3. The undersigned has reviewed the Application Documents and fully understands the requirements in this Application process 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 Application Documents.

4. The undersigned acknowledges receipt and acceptance of all addenda.

5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:

   - **Debarment / Suspension Policy**
     [http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm]

   - **Iran Contracting Act (ICA) of 2010**
     [http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm]

   - **General Environmental Requirements**
     [http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm]

   - **Small, Local & Emerging Business (SLEB) Program**
     [http://acgov.org/auditor/sleb/overview.htm]

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

   - **Online Contract Compliance System**
     [http://acgov.org/auditor/sleb/elation.htm]

- **General Requirements** [http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm]

- **Proprietary and Confidential Information** [http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm]

6. The undersigned acknowledges that 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 Application 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 this Addendum and Certification, the Contractor agrees to meet the minimum insurance requirements stated in the RFP or make clear in Part C what exceptions they will be seeking. The undersigned acknowledges ***ONE*** of the following (please check only one box):

☐ Applicant is not local to Alameda County and is ineligible for any preference; **OR**

☐ Applicant is a certified Small, Local and Emerging Business (SLEB) under the Alameda County SLEB Program and is requesting a 10% preference; (Applicant must complete the **SLEB INFORMATION SHEET** found as **Exhibit C** to the RFP, check the first box, and provide your SLEB Certification Number and expiration date; **OR**

☐ Applicant is LOCAL to Alameda County, is submitting documentation to determine its SLEB status, and is requesting a 5% preference, and has attached the following documentation to this Submittal Addendum and Certifications:

- 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.

10. The undersigned hereby certifies the following statements:

1. *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;*

2. *That the information included in the Submittal is true and correct to the best of its knowledge; and*

3. *That the person signing the RFP cover letter/transmittal letter is authorized to submit this application on behalf of the Applicant.*

SIGNATURE: _____

Name and Title of Authorized Signer: _____

Dated this _____day of _____20_____

PART C: EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

Applicant Name: _____

Instructions: List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Application Documents, including insurance requirements and submit with your Application. The County is under no obligation to accept any exceptions and such exceptions may be a basis for application disqualification.

Reference to:			**Description**
Page No.	Section	Item No.	
Example: p. 23	**D**	**1.c.**	***Vendor takes exception to…***

*Print additional pages as necessary

PART D: REFERENCES

Applicant Name: _____

Instructions: On the following pages are the templates that Applicants must use to provide references. **Applicants are to provide a list of three references**. References must be satisfactory as deemed solely by County. Services or goods provided by Applicant to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Applicants must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Applicants submission.

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

The County may contact some or all of the references provided in order to determine Applicant's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

REFERENCES

Alameda County Housing Portal Coordinator & Software Vendor Request for Proposals

August 2021

Applicant Name: _____

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

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

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

Part E - REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Application Response Packet in order for an application to be deemed complete. Applicants shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Letter of Transmittal, Exhibit A – Application Response Packet, Organizational Overview Narrative, etc.).

☐ 1. **Letter of Transmittal**: Provide a narrative letter (2 pages maximum) of the applicant's relevant experience and qualifications, approach in providing its services to the County, summary proposed staffing/personnel plan, brief description of the program plan and response to the Scope of Services, and summary of proposed budget. The Letter of Transmittal should also indicate the applicant's capacity and willingness to serve in the role of Alameda County Housing Portal Coordinator & Software Vendor in January 2022. The letter of transmittal must be signed by the Principal, Executive Director or Chief Executive Officer of the submitting applicant entity. Electronic signatures are acceptable.

☐ 2. **Exhibit A – Application Response Packet:** Every applicant must fill out and submit the complete Exhibit A – Application Response Packet – including all completed Parts (Part A-Organization Information; Part B-Application Information and Acceptance; Part C-Exceptions, Clarifications, Amendments; and Part D-References.

IMPORTANT NOTES ON EXHIBIT A:

Every Applicant must submit Exhibit A in its entirety (pages 1-12 of Exhibit A) including signing both pages 2 and 5 of Exhibit A.

Applicants must use the References templates found on page 8 of this Exhibit A – Application Response Packet to provide references.

Applicants are to provide a list of three (3) references. References must be satisfactory as deemed solely by County. References should be able to speak to the applicant's success in working in contract with public agencies on housing program implementation.

Exceptions, Clarifications, Amendments must list exceptions, clarifications, and amendments, if any, to the RFP and associated Application Documents, including

insurance requirements, and must be submitted with your application using the template on page 6 of this Exhibit A – Application Response Packet.

THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR APPLICATION DISQUALIFICATION.

☐ 3. **Organizational Background, Experience and Capacity, and Personnel Plan**: Applicant should provide documentation to demonstrate relevant experience and capacity to serve as the Alameda County Housing Portal Coordinator & Software Vendor, and evidence of connections to residential general contractors working in Alameda County, including small/local contracting businesses. Provide the following documentation with the application:

a) Organization Overview Narrative (maximum 1 page); Provide a narrative overview (1 page maximum) of the organization proposing to serve as the Coordinator & Software Vendor for this Program. Include 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. List the location of your firm's main office and the locations of any office(s) within Alameda County. Indicate whether organization is certified through the Small, Local and Emerging Business Program (SLEB) in Alameda County, and if not, proposed subcontractors who meet the SLEB criteria.

b) List of Board Members and affiliations (required for nonprofits and corporations)

c) Organizational Chart

d) Personnel Plan Narrative – list of key personnel associated with program implementation, including job title, years of related experience, education, certifications, etc. and role that person will play in connection with program implementation. Provide a narrative (1 page maximum) that describes the proposed personnel plan for Program implementation.

e) SLEB Partnering Information Sheet. Complete the SLEB Partnering Information Sheet found at Exhibit C to the RFP. If Bidder is a Small, Local, and 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 at Part B.9 of the **Submittal Addendum and Certifications** found as Exhibit A to this RFP.

☐ 4. **Program Plan Narrative Statement**: The Applicant's proposed Program Plan narrative is a significant component of the Application and carries significant weight in the County's evaluation of proposals. Provide a comprehensive and detailed narrative description (not to exceed 5 pages) of how your organization would implement the Scope of Services anticipated by this RFP. Program Plan Narrative should respond to the prompts below at a minimum:

- Explain in detail your organization's proposed Program Plan to fulfill the items specified in the Scope of Services by phase (Kickoff Phase and Implementation Phase).
- Describe your organization's relevant experience in with effective program management of affordable housing programs and services.
- Describe your organization's experience with providing technical coordination support to low income affordable housing applicants.
- Describe your organization's experience with data-driven strategic decision-making in affordable housing program management and implementation.
- Describe your organization's connections and relationships with local contractors working in Alameda County and/or the East Bay.
- Discuss any innovative approaches that your organization would employ in the role of Alameda County Housing Portal Coordinator & Software Vendor.
- Describe your organization's experience with cloud-hosted website development, maintenance, and support.
- Include any other information that your organization may find relevant to the County's review of your application.

☐ 5. **Schedule**: Provide a detailed schedule to accompany the proposed Program Plan that separates out milestones and tasks by contract phase. Schedule should show ability to start serving in the Coordinator & Software Vendor role by January 2022. Include a short narrative statement to discuss any issues or difficulties with meeting this timeline.

☐ 6. **Program Budget and Budget Narrative**. Submit a detailed budget with application, showing the proposed budget by phase, and period of time covered by that portion of the budget. Budget should address all program

costs anticipated in the Scope of Services (refer to Scope of Services) and any other costs that Bidder believes necessary for successful program implementation, including, but not necessarily limited to, marketing and outreach costs, personnel, fringe benefits, direct and indirect costs, and any requested cash advance funding for program ramp-up. Provide estimated costs for any subcontracted services and percentage of these services to overall proposed budget amount. In addition to the above general program budget, provide an estimated "per household" cost for provision of comprehensive technical assistance with detailed line itemization of related costs. Provide a budget narrative description to accompany the submitted Program Budget (1-page maximum). Discuss opportunities for leveraging the County's funding for the contract and if applicable, possible resources/funding sources that your organization may be able to access to augment the overall program budget.

☐ 7. **Writing Samples**. Provide examples of relevant materials developed by your organization in the implementation of affordable housing programs and services, including outreach and on-boarding materials, project management tools, website forms and tools, etc.

EXHIBIT B: INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the Submittal Addendum and Certifications found in Exhibit A to this RFP, the Applicant agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP. Professional Liability insurance may also be required of specific professional services rendered under contract.

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

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIRENTS SOFTWARE VENDOR

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** As required by State of California	WC: Statutory Limits EL: No less than $1,000,000 per accident for bodily injury or disease
D	**Technology Professional Liability** (Errors and Omissions) Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.	$2,000,000 per occurrence $2,000,000 project aggregate

E	**Endorsements and Conditions**: **1. ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County. 2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. 3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. 5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 6. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions. 7. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIRENTS COORDINATOR

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $1,000,000 per accident for bodily injury or disease
D	**Professional Liability/Errors and Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 project aggregate

F **Endorsements and Conditions**:

8. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
9. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
10. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
11. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
12. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
13. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
    - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
    - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
14. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.

CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

EXHIBIT C: SLEB Partnering Information Sheet and Certification Instructions

The Small, Local and Emerging Business (SLEB) program is designed to enhance contracting and procurement opportunities for small, local and emerging businesses within Alameda County by providing up to 10% bid preferences on eligible contracts. The program was developed to promote and foster inclusiveness, diversity and economic development, as well as provide on-going evaluation to ensure that all local businesses are provided equal opportunities in County contracting and procurement activities. The County of Alameda works with other local public agencies in the East Bay Interagency Alliance (EBIA) and uses a Common Application to streamline the certification process for small, local and emerging businesses.

If Applicant is a certified Small, Local and Emerging Business (SLEB) under the Alameda County SLEB Program and is requesting a 10% preference (See #9 on Part A, Exhibit A), Applicant must complete and submit with your application the **SLEB INFORMATION SHEET on the following page,** check the first box, and provide your SLEB Certification Number and expiration date.

Applicants wishing to be certified in the SLEB Program must follow the Certification Instructions provided. Link to instructions, and the EBIA Common Application and Common Recertification Application: https://www.acgov.org/auditor/sleb/cert.htm

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET
RFP for Alameda County Housing Portal Coordinator & Software Vendor

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) **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/**).**

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

SLEB BIDDER Business Name: _____

SLEB Certification #: _____ **SLEB Certification Expiration Date:** _____

NAICS Codes Included in Certification: _____

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

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ **SLEB Certification Expiration Date:** _____

SLEB Certification Status: ☐ **Small /** ☐ **Emerging**

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature: _____ **Date:** _____

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

Bidder Printed Name/Title: _____

Street Address: _____City: _____ State: ___ Zip Code:_____

Bidder Signature:_____ Date: _____

COUNTY OF ALAMEDA
SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PROGRAM
CERTIFICATION INSTRUCTIONS

The 3 step certification process may take up to 45 business days from receipt of Application.

SLEB Program Definitions:

Local Business	***A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County***
Small Business	***A Local Business which meets the U.S. Small Business Administration (SBA) size standards for its classification (available online at http://www.naics.com/search.htm***
Emerging Business	***A Local Business which is less than one half of the SBA size standards for its classification and has been in business less than 5 years***

1. Complete the Common Application, Sections 1 through 7.

A. Business entities applying for certification must be in good standing and in compliance with all governing laws, codes and regulations, including Section 66 (Conflict of Interest) of the Alameda County Charter.

B. The certification process requires a business site visit for all new and renewal certifications. Applicants will be contacted within 5 business days of receipt of accepted Applications by the SLEB Certification Unit for scheduling.

C. Check the appropriate box(es) at the top of the Application.

D. If you have not been in business for a complete tax year, state actual gross receipts to date in Section 2 of the Application form.

E. If you have been in business for less than three years, state actual gross receipts received for the period that you have been in business in Section 2 of the Application form.

F. List all current business and professional licenses in Section 4 of the Application.

G. Applications must be signed by the owner, principal partner or authorized officer of the corporation in Section 7 of the Application form. Electronic and scanned signatures are acceptable.

H. By signing the Application form, applicants are certifying that the information provided is true and correct. Applications are signed under penalty of perjury.

I. Contact Information provided on the Application form and Certification Information will be posted on County's SLEB internet database websites.

J. If any item on the Application is not applicable, please put "N/A" in the designated area.

K. If additional space is needed, please attach additional sheet(s).

2. Submit completed and signed application via email to: ACSLEBcertification@acgov.org

Or mail to: Alameda County Auditor-Controller Agency
SLEB Certification Unit
1221 Oak Street, Room 249
Oakland, CA 94612

3. Site Visit and Documents Review

Site visits include but are not limited to the review of documents listed below:

- ☐ Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years
- ☐ Business Licenses
- ☐ Current Identification (i.e. Driver's License, Identification Card)
- ☐ Deed, Rental or Lease Agreement showing Business Address

All documents must be available at the scheduled site visit and additional documents may be requested. Additional documents may also be required to be provided during the certification process.

If you have questions please email the SLEB Certification Unit at ACSLEBcertification@acgov.org or call (510) 891-5500.

Thank you for your interest in doing business with Alameda County

SLEB CertInstructions 02/28/18