**COUNTY OF ALAMEDA**

**INFORMAL REQUEST FOR QUOTATION No. 0545**

**for**

**Foster Youth Doula Services**

**For complete information regarding this project, see** **Informal Request for Quotation (IRFQ) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **or contact the County representative listed below.**

**Thank you for your interest!**

**Contact Person: Name, Azizullah Ramesh**

**Phone Number: (510) 208-3905**

**E-mail Address:** **azizullah.ramesh@acgov.org**

**RESPONSE DUE**

by

**2:00 p.m.**

on

**January 25, 2022**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

[**https://ezsourcing.acgov.org/**](https://ezsourcing.acgov.org/)

# CALENDAR OF EVENTS

INFORMAL REQUEST FOR QUOTATION No. 0545

FOSTER YOUTH DOULA SERVICES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **January 10, 2022** |
| **Addendum Issued** [only if necessary to amend IRFQ] | **January 18, 2022** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **January 25, 2022, by 2:00 p.m. (PST)**  |
| **Evaluation Period** | **January 25, 2022 – February 1, 2022,**  |
| **Notice of Intent to Award Issued**  | **February 2, 2022** |
| **Board Consideration Award Date** | **March 15, 2022** |
| **Contract Start Date** | **April 1, 2022** |

***NOTE:  All dates are tentative and subject to change.***

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, January 12, 202210:30 a.m. – 11:30 a.m.***TO ATTEND ONLINE:***[Join Microsoft Teams Meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)Call-in: +1 415-915-3950Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S*** ***PROCUREMENT TEAM!***This is a public event that is not specific to any IRFQ, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.These are conducted on most Wednesdays, dates and locations can be confirmed by checking at[**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>] |

1. INTENT/SCOPE

It is the intent of these specifications, terms and conditions to describe foster youth doula services being requested by the Alameda County Social Services Agency (SSA). The Department of Children and Family Services (DCFS) is seeking a consultant to provide doula services to current and emancipated foster youth in Alameda County, including those supervised by the Probation Department. Under supervision of DCFS, the selected vendor will provide doula services by serving as a doula, also known as a birth companion, and post-birth supervisor to assist youth before, during and after childbirth.

The County intends to award a two-year contract (with option to renew for two additional years) to the lowest responsible bidder whose response meets the County’s requirements

1. BACKGROUND

The purpose of a doula is to help mothers have a safe, memorable, and empowering birth experience. A doula is a professional trained to provide emotional, physical, and educational support to mothers who are expecting, experiencing labor, or have recently given birth. DCFS is seeking a doula who can establish trusting relationships with pregnant and/or parenting Foster Care and Probation youth. The contractor will assist new mothers to prepare for parent and child attachment, provide culturally appropriate pregnancy and postpartum education support, serve as a role model, improve prenatal care, develop intensive and extended relationships with participating families, and empower youth to develop a birth plan to actualize their needs for a positive and healthy birth experience.

1. BIDDER QUALIFICATIONS
	* 1. BIDDER Minimum Qualifications
			1. Bidder shall be regularly and continuously engaged in the business of providing doula services for at least three (3) years with prior training, experience and/or personal knowledge of foster care. Bidder experience must be verifiable through the references provided or a summary of past projects completed submitted at the time of bid.
			2. Bidder shall be a certified doula. Certification shall be included at the time of bid submission.
			3. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this IRFQ.
2. SPECIFICATION REQUIREMENTS
	* 1. Contractor shall provide doula services to current and emancipated foster youth in Alameda County, including those supervised by the Probation Department.
		2. Contractor shall:
			1. Provide culturally appropriate emotional and physical labor support techniques.
			2. Provide information on obstetrical routines, interventions and alternatives.
			3. Prepare pregnancy and childbirth education materials tailored to the unique situation, needs and resources of young persons in foster care.
			4. Provide breastfeeding education and support.
			5. Encourage and support attendance at health care appointments, health education and psychoeducational classes, and social service related appointments.
			6. Provide suggestions and support for pain relief techniques.
			7. Be available on an on-call basis during gestation weeks 37 through 42.
			8. Attend birth and perform complete doula activities.
			9. Create a birth plan and birth story for each youth.
			10. Complete and submit doula birth summary.
			11. Attend monthly Independent Living Program (ILP) meetings as required by ILP Program Manager.
			12. Provide outreach and educational support to DCFS staff, ILP eligible youth and community members to recruit and identify eligible youth to participate in doula services.
3. DELIVERABLES/REPORTS

A report that summarizes what services were delivered during the reporting period, including:

1. Development of birth plans for each pregnant young person;
2. Culturally appropriate emotional and physical labor support techniques;
3. Information on obstetrical routines, interventions, and alternatives provided;
	1. Education materials tailored to the unique situation, needs and resources of young persons in foster care;
4. Education regarding breast feeding;
5. Supported attendance at health care appointments, health education and psychoeducational classes, and social service-related appointments (i.e.: WIC, not CFS);
6. Suggestions and support for pain relief techniques;
7. Drafting a birth story for each youth;
8. Monthly attendance at Independent Living Program (ILP) meetings as required by ILP Program Manager;
9. Outreach and educational support to DCFS staff, ILP eligible youth and community members to recruit and identify eligible youth to participate in doula services.

The report will also identify significant challenges and successes with service delivery.

G. PERFORMANCE MEASURES.

SSA has adopted the Results-Based Accountability (RBA) framework to strengthen our partnerships and improve contract performance. The RBA framework embeds performance measures, which allows SSA to track the positive impact and benefits of services for the target population.

|  |  |  |
| --- | --- | --- |
| **Measure** | **Target Goal** | **How to Calculate:** |
| **How Much Was Done?** | **Performance Measure**  Number of youths served | TBD | Unduplicated number of youths served during the report period |
| **Performance Measure**  Number of hours of contact with youth | TBD | Total number of hours of contact with youth during the report period |
| **How Much Was Done?** | **Performance Measure** Number or births attended | TBD | Unduplicated number of births attended during the report period |
| **Performance Measure 4.**Percentage of birth plans completed | TBD | Number of birth plan completed of all youth served during the report period |
| Number of youths served during the report period |
| **Definitions** | Contact: Direct communication with a youth via face-to-face visit, video conference, telephone call, or text. |
| **Reporting Timeframe & Data Collection Plan** | Contractor will report on the performance measures at a date specified by SSAContractor will provide a quarterly narrative report which summarizes outreach and recruitment efforts, program activities, challenges, and successes. |

1. COUNTY PROVISIONS
2. Federal Contract Provisions: Funds used for payment of contract(s) awarded from this procurement may be from, or subject to reimbursement, by state and/or federal funds. Some of these funding sources require additional contractual obligations and bidder must agree to federal contracting terms and conditions, that supplement the County’s Standard Services Agreement, Contract General Terms and Conditions which are attached as hereto as Exhibit E**, Federal Contract Provisions.** The successful bidder must meet federal requirements and agree to the terms including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.
3. NOTICE OF INTENT TO AWARD
	1. At the conclusion of the IRFQ response evaluation period, all Bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award.

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

* + - * 1. The name of the Bidder being recommended for contract award; and
				2. The names of all other parties that submitted proposals.
		1. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors
1. AWARD
	1. The award will be made to the lowest responsalbe Bidder who meet the requirements of these specifications, terms and conditions.
	2. Awards may also be made to the subsequent lowest responsible Bidder who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation.
	3. The County reserves the right to award to a single or multiple Contractors.
	4. The County has the right to decline to award this contract or any part thereof for any reason.
	5. Board approval to award a contract is required.
	6. The IRFQ specifications, terms, conditions and Exhibits, IRFQ Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this IRFQ.
	7. Standard Services Agreement terms and conditions may be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

[**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)]

The template contains minimal Agreement boilerplate language only.

1. DEBARMENT/SUSPENSION POLICY (PURCHASES $25,000 and Over)

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of IRFQ response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

* The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at <https://www.sam.gov/SAM/>; and
* Bidders are to complete a Debarment and Suspension Certification form, included in Exhibit A – Bid Response Packet, certifying bidder, its principal, and their named and unnamed subcontractors are not debarred, suspended, or otherwise excluded by the United States Government.
1. SUBMITTAL OF BIDS
	* 1. All bids must be completed and successfully uploaded through Alameda County **EZSourcing** BY 2:00 p.m. on the due date specified in this IRFQ. Technical difficulties in downloading/submitting documents through the Alameda County EZSourcing shall not extend the due date and time.
		2. Successful uploading of a document does not equal acceptance of the document by Alameda County.
		3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet.
		4. All Exhibits **must** also be submitted through the EZSourcing preferably in a single file. All information requested on the Exhibits must be supplied. Any Exhibits (or items therein) not applicable to the bidder must still be submitted as part of a complete bid response, with such pages or items clearly marked “N/A.”
		5. Bidders must submit pricing on the Excel Spreadsheet – Bid Form(s) in EZSourcing.
		6. Bid responses will **NOT** be accepted via e-mail or facsimile.
		7. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this IRFQ 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: [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* **As described in the submittal of bids section of this IRFQ, Bidders are to submit an electronic version of the bid in PDF. The electronic version must have all appropriate pages signed (**✍**).**
* **Each page of the Bid Response Packet must be submitted through the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidder are to be submitted with such pages or items clearly marked “N/A” or the bid may be disqualified as incomplete.**
* **Bidder must quote price(s) as specified in the IRFQ and as specified in the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **event.**
* **Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.**
* **If a Bidder is making any clarifications, or taking exception to policies or specifications of this IRFQ, these must be submitted in the *Exceptions and Clarifications* form of the Bid Response Packet in order for the bid response to be considered complete.**

###

### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 IRFQ No. 0545

Foster Youth Doula Services

**Bidder Information Sheet**

Company Name:

Doing Business As (DBA, if applicable):

Street Address Line 1:

Street Address Line 2:

City: State:  Zip Code:

Webpage URL (if applicable) :

Type of Entity / Organizational Structure (check one):

 [ ]  Corporation [ ]  Joint Venture [ ]  Limited Liability Partnership

 [ ]  Limited Liability Corporation [ ]  Partnership [ ]  Non-Profit / Church

 [ ]  Sole Proprietor [ ]  Other:

Federal Tax Identification Number (if applicable):

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:  E-mail Address:

**Authorized Signature:**

Name:Title:

Dated E-mail Address:

**BIDDERS MINIMUM QUALIFICATIONS**

**Instructions:** Bidder shall respond and/or provide support documentation demonstrating fulfillment of all the minimum qualifications.

The Contractor shall provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this IRFQ if requested by the County.

Maximum Length: None

**BID FORM**

[**Online Bid Process**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>

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

**COST SHALL BE SUBMITTED AS REQUESTED ON THE ATTACHED EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes (excluding sales and use tax) and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

Quantities listed on Alameda County **Excel Bid Form** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bid pricing on all line items are required. Partial bids are not acceptable.

By submission through the Alameda County **EZSourcing** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County **EZSourcing** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.**DESCRIPTION OF PROPOSED SERVICES**

**Instruction:** Bid response is to include a description of the terms and conditions of services to be provided during the contract term. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder’s and County personnel involved, and the number of hours scheduled for such personnel. The description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this IRFQ.

Please submit a written three-page Description of Proposed Services providing the following information:

* + - 1. Describe how the doula services program will be administered. Include a list of staff/positions assigned to this program, their experience, professional qualifications, education, staff training and development.
			2. Explain who will be responsible for program oversight, supervision and program evaluation.
			3. Please discuss your ability to provide education, training and readiness for the doulas assigned to this program.
			4. Please discuss your past experience providing doula services.
			5. Please discuss your ability and flexibility to meet the needs of the pregnant and/or parenting foster youth.
			6. Confirm your availability to implement by April 1, 2022.

**REFERENCES**

Bidders are to provide a list of at least three references. References must be satisfactory as deemed solely by County.

* + References should have similar scope, volume, and requirements to those outlined in these specifications, terms and conditions.
	+ Bidders must verify the contact information for all references provided is current and valid.
	+ Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
	+ The County may contact some or all of the references provided in order to determine Bidder’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.

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

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

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

**EXCEPTIONS AND CLARIFICATIONS**

Bidder Name:

List below requests of any clarifications and/or amendments, or taking exception to policies or specifications of this IRFQ. These must be submitted in the Exceptions and Clarifications section, in order for the bid response to be considered complete.

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

|  |  |
| --- | --- |
| **Reference to:** | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**EXAMPLE | **D** | **1.c.** | ***Vendor takes exception to…*** |
|       |       |       |       |
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\*Print additional pages as necessary**DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER)**

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

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

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

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

BIDDER:

PRINCIPAL: TITLE:

SIGNATURE: DATE:

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

|  |  |
| --- | --- |
| **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 forindividual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL) Any AutoBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**Required for all contractors with employees | WC: Statutory LimitsEL: $1,000,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**Includes endorsements of contractual liability and defense and indemnification of the County | $1,000,000 per occurrence$2,000,000 project aggregate |
| **E** | **Endorsements and Conditions**:1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers’ Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
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 during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
	* Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
	* Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance

coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. |

Certificate C-2 Page 1 of 1 Form 2003-1 (Rev. 7/15/14)

**EXHIBIT E**

**ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION**

**ADDITIONAL CONTRACT PROVISIONS**

**FEDERAL PROVISIONS**

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

**I. General Provisions**

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement.  The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

(C) **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers’ representatives of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

**(D) Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**(E)** **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

(1) **Clean Air Act** (42 U.S.C. 7401–7671q).

* 1. a**.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
	2. b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
		1. c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

(2) **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

**(F)** **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

**(G)** **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County’s Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

**(H)** **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

(**I)** **Procurement of recovered materials**.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

* 1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
	2. Meeting Contract performance requirements; or
	3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of

Section 6002 of the Solid Waste Disposal Act.

**(J) Access to Records.**

(1) The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

**(K) Changes.**  The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**(L) Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

**(M) Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

**(N) No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

**(O) Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

**(P)** **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

**(Q)** **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

 (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**(R) Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**(S) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**. Contractor and their subcontractor(s) are prohibited from obligating or expending funds from this Agreement to (1) procure or obtain (2) extend or renew a contract to procure or obtain or (3) enter into a contract for equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(1) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) See Public Law 115–232, section 889 for additional information. See also 2 CFR § 200.471.

**II. Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ‘‘Anti-Kickback’’ Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

* 1. **(1) Davis-Bacon Act**
	2. a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
	3. b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
	4. c. Additionally, contractors are required to pay wages not less than once a week.
	5. **(2) Copeland ‘‘Anti-Kickback’’ Act**

a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”