**COUNTY OF ALAMEDA**

**INFORMAL REQUEST FOR PROPOSAL No. 902087**

**for**

**REACH Movement Arts Workshop Instructor**

**For complete information regarding this project, see** **Informal Request for Proposal (IRFP) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)[**[https://gsa.acgov.org/do-business-with-us/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: Kachina Handy, GSA-Procurement**

**Phone Number: (510) 208-9644**

**E-mail Address:** **kachina.handy@acgov.org**

**RESPONSE DUE**

by

**2:00 p.m.**

on

**January 31, 2022**

through

**Alameda County, GSA-Procurement**

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

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

# CALENDAR OF EVENTS

INFORMAL REQUEST FOR PROPOSAL No. 902087

REACH Movement Arts Workshop Instructor

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| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **January 12, 2022** |
| **Addendum Issued** [only if necessary to amend IRFP] | **January 19, 2022** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **January 31, 2022** |
| **Evaluation Period** | **January 31, 2022 – February 11, 2022** |
| **Notice of Intent to Award Issued**  | **February 14, 2022** |
| **Board/General Services Agency Consideration Award Date**  | **March 8, 2022** |
| **Contract Start Date** | **March 15, 2022** |

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

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| ***Alameda County Vendor Outreach***  |
| Wednesday, January 12, 2022 10:30 a.m. – 11:30 a.m.***TO ATTEND ONLINE:***[Vendor Outreach](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 IRFP, 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

It is the intent of these specifications, terms and conditions to describe REACH Movement Arts Workshop Instructor to plan and deliver Movement Arts workshops to youth members participating in the REACH Ashland Youth Center afterschool programs. Workshops include, but are not limited to, dancing, martial arts, yoga, step aerobics.

The County intends to award a one-year contract (with the option to be renew for two years subject to funding availability) to the bidder selected as the most responsible bidder whose response conforms to the IRFP and meets the County’s requirements.

The instructor will work under the direction of lead Center for Healthy School and Communities (CHSC) staff at the REACH Ashland Youth Center to incorporate the workshops into the existing stable group afterschool programming model.

1. SCOPE/BACKGROUND

Movement Arts Workshops have been one of the REACH Ashland Youth Center (REACH

AYC)’s programs since REACH opened in 2013. At various times, the workshops have featured traditional, modern, cultural, and hip-hop dance; martial arts, mindfulness and yoga, Zumba, at beginner to intermediate levels, including performance teams. Over the years, member participation and feedback have indicated that by offering a variety of movement arts disciplines and embracing a diversity presented even within sessions, the workshops are capable to consistently engage the highly diverse youth members of REACH AYC.

Despite the on-going COVID-19 pandemic, REACH has safely operated in-person programs and services for youth members since June 2020 using a stable group model that adheres to the best guidance and practices communicated by the AC Public Health Department. REACH is looking to expand the Movement Arts Workshops currently available to our afterschool program participants to include an array of movement arts disciplines and a connection to both physical and social emotional wellness.

While REACH has spent the past 15-months offering in-person afterschool and camp workshops, COVID-19 caused a significant interruption to many of our indoor movement arts workshops. While some of the movement arts classes moved outside, many were paused during this period. For the upcoming fall/winter period, REACH is confident that we can offer additional movement workshops indoors by continuing to adhere to the multiple layers of defense that comprise our COVID-safe protocols. In addition, REACH is committed to meeting a consistent request of the Members and prioritizing the connection of movement arts workshops to their impact on social-emotional well-being.

1. BIDDER QUALIFICATIONS
	* 1. BIDDER Minimum Qualifications
			1. Bidder shall be regularly and continuously engaged in the business of teaching movement arts classes (dance, martial arts, yoga, step aerobics, etc.) in afterschool programs settings OR teaching movement arts classes in schools for at least five (5) years.
			2. Bidder shall demonstrate five years’ experience working with low-income, middle and high-school aged Black Indigenous People of Color (BIPOC) participants in the East Bay and youth from the Ashland unincorporated region, or areas with similar demographics/health outcomes/needs. This will be verified thru references.
			3. Bidder has at least three- years’ experience delivering movement workshops that intentionally grow social-emotional competencies and are rooted in positive youth development practice.
			4. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this IRFP.
2. SPECIFICATION REQUIREMENTS

Contractor shall:

* 1. Design and deliver Movement Arts Workshops at REACH for middle and high-school aged participants.

Design and incorporate relevant and current curricula that was used by experienced instructional teams previously.

Integrate multiple movement art disciplines and proven social-emotional learning outcomes for youth.

Connect Movement arts Workshops with healing tools/methods.

Identify new workshop opportunities.

Develop new workshops.

* 1. Conduct program evaluation through session surveys for workshop participants.

Student reflections on their learning and development.

Outcomes related to knowledge, skill, ability acquisition and social-emotional growth.

* 1. Organize events for participants to present their learning and development through their performance.
1. DELIVERABLES/REPORTS
2. Design and deliver Movement Arts Workshops at REACH for middle- and high-school aged participants. Recruit up to 12 youth per 4-session to participate in the spring and summer programs, 12 to 15 hours per week.
3. Conduct one program evaluation through session surveys for each workshop (Spring and Summer 4-week sessions).
4. Organize at least one event for participants to present their learning and development through their performance for each session (Sprint and summer sessions).
5. Submit quarterly reports.
6. EVALUATION CRITERIA

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response and Debarment and Suspension) will be evaluated by an individual(s) within the County Department.  The Evaluator(s) will score and recommend a Contractor in accordance with the evaluation criteria set forth in this IRFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the County Evaluator(s).

The Evaluator(s) will evaluate each proposal meeting the qualification requirements set forth in this IRFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this IRFP.

As a result of this IRFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the IRFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response. The final maximum score for any project is 100 points, unless the SLEB preference points are applicable (maximum 5% of final score).

The County reserves the right to request an Oral Interview from each bidder if deemed necessary. The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the evaluator(s) regarding the Bidder’s proposal. The scoring may be revised based on the oral interview.

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| --- | --- | --- |
|  | **Evaluation Criteria**  | **Weight** |
|  | **Completeness of Response:**Responses to this IRFP must be complete. Responses that do not include the proposal content requirements identified within this IRFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process. | Pass/Fail |
|  | **Debarment and Suspension:**Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <https://www.sam.gov/SAM/>. | Pass/Fail |
|  | **Cost:**The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder’s total proposed cost.While not reflected in the Cost evaluation points, an evaluation may also be made of:1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?);
2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and
3. Affordability (i.e., the ability of the County to finance services>).

 Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. | 15 Points |
|  | **Technical Criteria:**In each area described below, an evaluation will be made of the probability of success of, and risks associated with, the proposal response:1. Program Design - A comparison will be made of the Movement Arts Workshops proposal. Additional credit will be given for features of the proposed design that offer enhanced utility, ease of use or ease of integration with existing Youth Development framework and programs.
2. Program Support - An assessment will be made of the scope and extent of resources required to operate and maintain the proposed Movement Arts Workshop Program.
3. Ancillary Services - A comparison will be made of the proposed services with the requirements of this IRFP.
 | 15 Points |
|  | **Implementation Plan and Schedule:** An evaluation will be made of the likelihood that Bidder’s implementation plan and schedule will meet the County’s schedule. * Work Plan
* Timelines
* Measurable Outcomes
* Evaluation
* Staffing

Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County’s schedule. | 29 Points |
|  | **Relevant Experience:**Proposals will be evaluated against the IRFP specifications and the questions below:1. Do the individuals assigned to the project have experience on similar projects?
2. Does the bidder demonstrate relevant skills designing and delivering movement arts workshops and context expertise with afterschool program and/or in school settings?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. Provide example of similar previous work as Exhibit B.
 | 15 Points |
|  | **References** | 5 Points |
|  | **Understanding of the Project:**Proposals will be evaluated against the IRFP specifications and the questions below:1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the proposer identified pertinent issues and potential problems related to the project?
3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide?
4. Has the proposer demonstrated that it understands the County’s time schedule and can meet it?
 | 12 Points |
|  | **Methodology:**Proposals will be evaluated against the IRFP specifications and the questions below:1. Does the methodology depict a logical approach to fulfilling the requirements of the IRFP?
2. Does the methodology match and contribute to achieving the objectives set out in the IRFP?
3. Does the methodology interface with the County’s time schedule?
 | 9 Points |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** For Purchases Over $25,000 Up To $100,000: SLEB Prime Vendors will be eligible for a 5% Bid Preference. |
| Small and Local or Emerging and Local Preference: Points equaling five percent of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s final score for purposes of award evaluation. | 5% |

1. COUNTY PROVISIONS
2. Small and Emerging Locally Owned Business:

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 711120.

A small business is defined by the [United States Small Business Administration](http://www.sba.gov/) (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. To access the online (PDF) version of this application, please go to: [East Bay Interagency Alliance (EBIA) Common Application for Local Certification](http://www.acgov.org/auditor/sleb/forms/commonapp.pdf).

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six months prior to the issue date of this IRFP; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services. As a result of the County’s commitment to advance the economic opportunities of these businesses the following provisions shall apply to this IRFP:

1. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a 5% bid preference. However, a bid preference cannot override a state law, which requires the granting of an award to the lowest responsible bidder. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** must subcontract with one or more County certified small and/or emerging local businesses for at least 20% of Bidder’s total bid amount in order to be considered for the contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other.
2. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this IRFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

* non-profit community-based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents
* non-profit churches or non-profit religious organizations (NPO);
* public schools; and universities; and
* government agencies

Non-profits must provide proof of their tax-exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c)3.

If additional information is needed regarding this requirement, please contact the Auditor-Controller’s Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA  94612 via e-mail at ACSLEBcompliance@acgov.org.

1. NOTICE OF INTENT TO AWARD
	1. At the conclusion of the IRFP 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. Proposals will be evaluated by evaluator/evaluators and will be ranked in accordance with the IRFP section titled “Evaluation Criteria/Selection Committee.”
	2. The evaluator/evaluators will recommend award to the Bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Bidder with the lowest price.
	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 IRFP specifications, terms, conditions and Exhibits, IRFP 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 IRFP.
	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 IRFP 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. COMPLIANCE INFORMATION AND RECORDS

As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor. [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm): [<http://acgov.org/auditor/sleb/elation.htm>]

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 IRFP. 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 IRFP 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 IRFP, 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 IRFP 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 IRFP, 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.**

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### COUNTY OF ALAMEDA

### EXHIBIT A

### BID RESPONSE PACKET

 IRFP No. 902087

REACH Movement Arts Workshop Instructor

**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:

**SLEB INFORMATION SHEET**

**Instructions**: On the following page is the *SLEB Information Sheet*. Every Bidder must fill out and submit a signed SLEB Information Sheet, indicating their SLEB certification status. If Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement.  The SLEB Information Sheet must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be complete at the time of bid submittal for SLEB primes and SLEB subcontractor(s).

* For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy, GSA.OAP@acgov.org, (510) 208-9600.
* For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.

# FOR PURCHASES $25,000 OR LESS: vendors must meet the definition of a small local emerging business (SLEB).

# FOR PURCHASES OVER $25,000 UP TO $100,000: Vendors must meet the definition of a small local emerging business (SLEB), or subcontract with a SLEB to participate in this IRFP. SLEB prime vendors will be eligible for a 5% bid preference. See “County Provisions” section.

In addition, any prime that utilizes a SLEB subcontract agrees to the following contract compliance reporting requirements: [**Online Contract Compliance System**](http://www.acgov.org/gsa/departments/purchasing/policy/compliance.htm)[<http://acgov.org/auditor/sleb/elation.htm>]

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

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

**Bidders not meeting the** [**definition of a SLEB**](http://acgov.org/auditor/sleb/overview.htm) **(**[**http://acgov.org/auditor/sleb/overview.htm**](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 & Reporting (OCCR).**

**County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems:** [**https://www.elationsys.com/elationsys/**](https://www.elationsys.com/elationsys/)**).**

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| **[ ]  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:       **BIDDERS MINIMUM QUALIFICATIONS**

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

a. Bidder shall be regularly and continuously engaged in the business of teaching movement arts classes (dance, martial arts, yoga, step aerobics, etc.) in afterschool programs settings OR teaching movement arts classes in schools for at least five (5) years.

b. Bidder shall demonstrate 5 years’ experience working with low-income, middle and high-school aged Black Indigenous People of Color (BIPOC) participants in the East Bay and youth from the Ashland unincorporated region, or areas with similar demographics/health outcomes/needs.

c. Bidder has at least 3 years’ experience delivering movement workshops that intentionally grow social-emotional competencies and are rooted in positive youth development practice.

d. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this IRFP.

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 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.

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; (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 IRFP.**REFERENCES**

Bidders are to provide a list of at least **three** total references, one being from youth. 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.

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| --- | --- |
| 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:       |

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| --- | --- |
| 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 IRFP, including those to the County SLEB policy. 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:

# MINIMUM INSURANCE REQUIREMENTS

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

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| **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 AutosBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**As required by State of California  | WC: Statutory LimitsEL: No less than $1,000,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**Includes coverage for Educators Professional and Cyber exposures. 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:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
* Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
* Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.
1. **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.
2. **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 B**

**PREVIOUS WORKS**

Bidders are to provide an example of similar work in the past.