**\*\*IMPORTANT NOTICE\*\***

* The format of this RFP has been simplified.
* The following pages require Bidder’s signature:

EXHIBIT A – Bid Response Packet

1. Bidder Information and Acceptance Page

2. Required Documentation and Submittals

 OMB-CalFresh-2022 Checklist

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS MAY BE REJECTED.** County of Alameda will not accept submissions or documentation after the bid response due date.

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. SSS-2022

**for**

OMBUDSMAN AND CAL FRESH SERVICES

UNDER

TITLES IIIB AND VIIB, OLDER AMERICANS ACT, as amended in 2020

MELLO-GRANLUND OLDER CALIFORNIANS ACT of 1996

|  |
| --- |
| **For complete information regarding this project, see** **Request for Proposal (RFP) 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/>] **or contact the County representative listed below. Thank you for your interest!****Contact Person: Jennifer Stephens-Pierre, Director, Area Agency on Aging****Phone Number: (510) 577-1966****E-mail Address: aaarfp@acgov.org** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**May 2, 2022**

at

**Alameda County, Area Agency on Aging**

**6955 Foothill Blvd., Suite 143, Oakland, CA 94605**

Alameda County is committed to reducing environmental impacts across our entire supply chain.

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# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. SSS-2022

OMBUDSMAN AND CAL FRESH SERVICES

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **4/4/2022** |
| **Networking/Bidders Conference** **Networking/Bidders Conference** | **4/12/2022 @ 9:30 AM (PST)** ***TO ATTEND ONLINE*:****Join on your computer or mobile app** [**Click here to join the meeting**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_Y2IzNGZmZTUtYjg3Zi00NjFmLTkwMTctMTljNjU2YzlhNjA2%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22b3c6f817-3c1e-4663-b77d-90d4bb87a6c9%22%7d)**Or call in (audio only)** **+1 415-915-3950,,291398692#** **United States, San Francisco** **(888) 715-8170,,291398692#** **United States (Toll-free)** **Phone Conference ID: 291 398 692#** **4/13/2022 @ 1:30 PM (PST)** ***TO ATTEND ONLINE*:** **Join on your computer or mobile app** [**Click here to join the meeting**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_N2ExNWY0ZjktMzc1Ny00YmZhLThlYzAtZGMwY2YzM2NmNDMz%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22b3c6f817-3c1e-4663-b77d-90d4bb87a6c9%22%7d)**Or call in (audio only)** **+1 415-915-3950,,121302118#** **United States, San Francisco** **(888) 715-8170,,121302118#** **United States (Toll-free)** **Phone Conference ID: 121 302 118#**  |
| **Written** **Questions Due via Bidders Conference Chat and Email:** **aaarfp@acgov.org** | **4/13/2022 by 5:00 p.m. (PST)** |
| **List of Attendees** | **4/18/2022**  |
| **Q&A Issued** | **4/18/2022** |
| **Addendum Issued** [only if necessary to amend RFP] | **4/18/2022** |
| **Vendor Letter of Intent to submit a bid due** | **4/25/2022**  |
| **Response Due and Submitted through**  | **5/2/2022 by 2:00 p.m. (PST)**  |
| **Evaluation Period** | **5/2/2022 - 5/19/2022**  |
| **Notice of Intent to Award Issued** | **5/20/2022** |
| **Board of Supervisors Consideration Award Date** | **June 2022** |
| **Contract Start Date** | **7/1/2022** |

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

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. SSS-2022

SPECIFICATIONS, TERMS & CONDITIONS

 for

OMBUDSMAN AND CAL FRESH SERVICES

under

TITLES IIIB, IIID, AND VIIB, OLDER AMERICANS ACT, as amended in 2020

MELLO-GRANLUND OLDER CALIFORNIANS ACT of 1996

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EXHIBIT F EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

# STATEMENT OF WORK

## BACKGROUND

## Area Agencies on Aging (AAAs) were established under the Older Americans Act (OAA) in 1965 to respond to the needs of Americans 60 and over in every local community. The Alameda County Area Agency on Aging is a department within the Adult & Aging Services division of the Alameda County Department of Social Services. The AAA provides services throughout Alameda County and currently administers 72 contracts that provide services for approximately 65,000 older adults a year. Funding for these contracts is provided primarily from the Older Americans Act, as well as California state funding, and County General Funds. The AAA fulfills its mission of planning, coordinating, and delivering services in Alameda County through a network of approximately 40 providers. While all persons age 60 and older are eligible to receive OAA services, older individuals in the greatest economic need, greatest social need, low income minority, and frail individuals are particularly targeted for services [45CFR§1321.69]. The Alameda County AAA wishes to serve these targeted groups at *higher rates* than what these groups represent in the overall older population, for each region. Contractors are expected to exceed percentages shown in these tables.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **North** |   |  | **Central** |   |
| Age 75+ | 30% |  | Age 75+ | 30% |
| Low-Income | 32% |  | Low-Income | 25% |
| Functionally Impaired | 30% |  | Functionally Impaired | 30% |
| Minorities | 52% |   | Minorities | 54% |
|  |  |  |  |  |
| **South** |   |  | **East** |   |
| Age 75+ | 27% |  | Age 75+ | 25% |
| Low-Income | 21% |  | Low-Income | 16% |
| Functionally Impaired | 27% |  | Functionally Impaired | 25% |
| Minorities | 62% |  | Minorities | 24% |
|  |  |  |  |  |
| **Countywide**  |  |  |  |  |
| Age 75+ | 28% |  |  |  |
| Low-Income | 25% |  |  |  |
| Functionally Impaired | 28% |  |  |  |
| Minorities | 52% |  |  |  |

|  |
| --- |
| Geographic Regions defined as follows: |
| North: Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont  |
| Central: Ashland, Castro Valley, Cherryland, Fairview, Hayward, San Leandro, and San Lorenzo  |
| South: Fremont, Newark, and Union City |
| East: Dublin, Livermore, Pleasanton and Sunol |

## INTENT

## It is the intent of these specifications, terms and conditions to describe the needs and requirements for community based Supportive Services that the County of Alameda, Area Agency on Agency (AAA), intends to contract out to qualified agencies. The Supportive Service programs included in this RFP fall within Titles IIIB, IIID, and VIIB of the Older Americans Act (OAA). Primary funding for these services is available to the AAA through contracts with the California Department of Aging (CDA) and federal funding from the OAA, as well as limited county General Funds. All awardees must conform to requirements of the OAA, [42 USC 3001-3058], [45CFR§1321.63-§1321.71], [[45CFR§75](https://mail.google.com/mail/ca/u/1/#drafts/160e76e02519f07a)] and the Older  Californians Act, [22 CCR § 7500-7716] and CDA Program Memoranda. The cited State and federal regulations, relevant OMB regulations, Policy Manuals, and other Program Memorandum may be viewed by searching online for the cited regulations, or by calling the AAA office for assistance. Programs and services are intended to help maintain individuals in home environments and avoid institutional care.

The County intends to initially award 1-year contracts (July 1, 2022- June 30, 2023), with the option to review and renew for up to three additional years, based upon funding available and satisfactory performance. Separate contracts are expected to be awarded in each of the program service areas described in the Scope section below, to the bidders selected as the most responsible bidders whose response conforms to the RFP and meets the County’s requirements. It is the intent of the AAA to fund and support organizations who provide responsible stewardship for funds and programs and who approach services from the viewpoint of collaboration. The AAA seeks agencies who can best demonstrate a commitment to these principles in serving their communities and in designing and participating in cooperative, integrated support systems for elders.

The following funding amounts are expected to be available for the period of Fiscal Year 2022-2023*.* The AAA estimates that a total of $779,263 will be available for funding. Actual awards will be dependent on funding available. The total amount of anticipated funding is outlined in the charts below:

|  |  |
| --- | --- |
| **Service Categories** | **Amount Available** |
| Total Ombudsman | $675,000 |
| Total CalFresh | $ 104,263 |
| Grand Total | $779,263 |

**Geographic Distribution of Funds**

The AAA is committed to providing services throughout all regions of the county and establishes guidelines for funding that reflect each region’s population of seniors that are minority, low-income, language isolated and functionally impaired. Actual funding amounts may vary depending on the number and quality of bid responses received. As a guiding principle, the AAA anticipates funding a full portfolio of programs, which include Supportive Services, Nutrition, Family Caregiver Support Services, and other programs in the following amounts:

North County 47%

Central County 25%

South County 19%

East County 9%

## SCOPE

## Supportive Services as specified in each of the following distinct program service areas are the scope of this RFP. Multiple contracts in each program area may be awarded.

1. **CALFRESH EXPANSION:** The goal of the CalFresh Expansion is to provide outreach regarding the Reversing of the SSI/SSP Cash-Out and CalFresh application assistance to SSI/SSP recipients, age 60 and older, and disabled adults in California.  **The AAA reimbursement rate is $16.00 per service unit. The Service unit of Measure is 1 Contact.**

* + 1. Contractor shall provide outreach activities for the CalFresh Program (see Welfare and Institutions Code Sections 18904.2 and 18904.3) in accordance with the SNAP Outreach Plan Guidance.

(<https://fnsprod>. azureedge.net/sites/default/files/snap/Outreach\_Plan\_Guidance.pdf)

[SNAP: State Outreach Plan Guidance].

* + 1. Contractor shall cooperate with AAA or its designee by participating in meetings and/or site visits as AAA may deem necessary to monitor Contractor compliance with the agreement.
		2. Contractor shall comply with the guidelines for the development of all materials as outlined in the CalFresh Outreach Operations Manual and the approved CalFresh Outreach State Plan. AAA shall provide the CalFresh Outreach Operations Manual to the Contractor on the CDSS website, at http://www.cdss.ca.gov/inforesources/CalFresh-Outreach. [CalFresh Outreach Operations Manual].
		3. Contractor shall post CalFresh Outreach messaging on its organization’s website. Any website content must be approved by AAA before publication.
		4. Contractor shall utilize data sources to support targeted CalFresh Outreach strategies and efforts.
		5. Contractor shall cooperate with AAA in data collection related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by AAA.
		6. Contractor shall participate in training and technical assistance provided by CDSS and AAA, as deemed necessary by AAA.
		7. Contractor shall help identify and provide CalFresh outreach activities to individuals who are low income age 60 years or older, blind, and/or disabled individuals and couples who are newly eligible for CalFresh benefits due to the ending of SSI cash-out.
		8. Contractor shall certify, on a semi-annual basis, the time and effort of employees working full time on Expanding CalFresh, or certify on a monthly basis, the time and effort of employees working part-time on Expanding CalFresh.
		9. Contractor shall conduct Expanding CalFresh Outreach activities as follows:
1. Customize Expanding CalFresh Outreach materials with Contractor contact information.
2. Print outreach materials for distribution to SSI/SSP recipients in the County.
3. Disseminate outreach materials to SSI/SSP recipients through the following means:
	1. Post outreach materials at each site where Older Americans Act (OAA) and SNAP-Ed (if applicable) programs and services are provided including senior centers, community centers, low-income senior housing sites, and AAA and service provider lobbies.
	2. Post outreach flyers and/or distribute brochures at special events including farmers’ markets.
	3. Provide outreach flyers and brochures to partners including county agencies and food banks for distribution to SSI/SSP recipients.
	4. Provide outreach letters to SSI/SSP recipients receiving OAA services at home, including home-delivered meals.
	5. Provide guidance and technical assistance to Information & Assistance program staff to identify SSI/SSP recipients and provide outreach messaging when speaking with older adults, family members, and caregivers.
	6. Engage volunteers to assist with outreach efforts.
	7. Include outreach materials with scheduled mailings to program participants.
	8. Post outreach messaging on AAA website.
	9. For contractor who have established social marketing, provide outreach messaging on Facebook, Twitter, and Instagram.
		1. Contractor shall quantify all outreach materials and methods utilized. Conduct outreach activities to provide and disseminate the following outreach materials: Expanding CalFresh materials disseminated to potential SSI/SSP recipients.
		2. Contractor shall conduct CalFresh application assistance activities as follows:
			1. The role of Application Assistance Coordinator will be assigned to at least one person at the contracting agency.
			2. Application assistance will be scheduled at program sites coinciding with regular program services to include Title IIIC Congregate meals, Title IIID Disease Prevention and Health Promotion classes, and SNAP-Ed activities (where applicable
			3. Sites where application assistance coordination will be conducted may include senior centers, community centers, senior residential housing, parks and any other locations where program services are currently held.
			4. Application Assistance Coordinators will coordinate with providers of services provided in the home including home-delivered meals (HDM) to offer CalFresh application assistance to all HDM participants receiving SSI/SSP.
			5. Use participant intake forms, or other means, to identify and provide outreach information to SSI/SSP recipients
			6. The Application Assistance Coordinators will assist older adults and/or adults with disabilities in accessing and completing the CalFresh enrollment process through any the following methods:

a) Online

b) Paper

c) Telephone

7) The Application Assistance Coordinators will provide one-on-one assistance to SSI/SSP recipients (and family member and/or caregiver if available) to initiate and complete the initial CalFresh application process.

1. Review potential income deductions to increase the likelihood of CalFresh eligibility. Potential income deductions include Uncapped Excess Shelter, Excess Medical and Standard Medical Deduction, and Dependent Care Deduction.
2. Assist SSI/SSP recipients with submission of all required paperwork, including recipient signature, to the local Social Services Agency (SSA).
3. Contact SSI/SSP recipient within 2 weeks following application submission to ensure recipient has been contacted for an interview.
	* 1. Contractor shall conduct application assistance activities to provide the following deliverables:

1) CalFresh Pre-Screening: Use of a paper or electronic tool to inform potential applicants that they may be eligible. Please note that only County Welfare Departments(CWDs) can make an eligibility determination.

2) CalFresh Applications Submitted: CalFresh applications (by paper, phone, and online) that have been submitted on behalf of a client and funded by the CalFresh Outreach Plan.

3) CalFresh Applications Approved: CalFresh applications that have been submitted on behalf of a client and approved by the CWD for benefits.

* + 1. Contractor shall utilize allocated funds for Expanding CalFresh outreach and application assistance activities; and is liable for repayment of unallowable costs.
		2. Contractor shall expand CalFresh outreach and application assistance activities targeting to SSI/SSP recipients, age 60 and older, and disabled adults in California.
		3. Contractor shall expand CalFresh outreach and application assistance activities reasonable and necessary to accomplish AAA goals.
		4. Contractor shall charge no fees to applicants for services.
		5. Contractor shall not use funds from this contract for public service announcements on radio, television or billboards. For reference, please see the Farm Bill (Agricultural Act of 2014, Section 4018(a) <https://www.gpo.gov/fdsys/pkg/BILLS-113hr2642enr/pdf/BILLS-113hr2642enr.pdf>
		6. Contractor shall ensure compliance with U.S Department of Agriculture (USDA), Food and Nutrition Service( FNS) civil rights requirements: Staff providing outreach and application assistance participates in civil rights training and maintains training documentation on file.
		7. Contractor shall have written procedures and a reliable email system to assure that all submitted CalFresh data is timely, complete, accurate, and verifiable.
		8. Contractor shall review and monitor the collection of contract data to ensure it is accurately reported.
		9. Contractor shall attend and participate in required Expanding CalFresh contract data collection training.
		10. Contractor shall electronically submit CalFresh monthly data to AAA no later than the 10th of each month, for the previous month, unless otherwise specified by AAA.
		11. If the Contractor anticipates submitting a late report, the Contractor shall submit a written explanation to AAA, including the reasons for the delay and the estimated date of submission, five (5) days prior to the report due date.
		12. Contractor shall verify the accuracy of all data submitted to AAA and respond to any AAA data verification requests.
		13. Contractor shall collect and submit data in accordance with the CDA Expanding CalFresh requirements.
		14. Contractor shall submit quarterly progress reports providing details on the progress and achievements in reaching AAA goals. A quarterly report form will be provided by AAA and is due twenty (20) days after the end of each quarter, or as instructed by AAA. Quarterly reports shall be submitted to AAA.
1. **OMBUDSMAN**: Long-Term Care Ombudsman services primarily ensure the rights and entitlements of individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio­ economic status or area of residence [OAA Sections 102(35), 321(a)(10), WIC 9701(b)] by investigating and resolving complaints and initiating corrective action where necessary.

The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); WIC 9700, 9701(f)).

The contractor is the mandatory reporting point for elder and dependent adult abuse that occurs in long-term care facilities. The contractor is responsible for prompt and thorough investigation of these and other long-term care complaints and for working closely with other agencies to ensure an integrated response by a Multi-Disciplinary team.

Ombudsman services shallbe available to older residents through general investigation of all complaints as well as focused investigation on dependent adult and senior abuse complaints. Additionally, the contractor will provide information and advice workshops, outreach, Advance Health Care Directive witnessing and other casework as mandated by state law to advocate for residents of long term care facilities and their families. The agency will perform other duties as required by the California Department of Aging, Long Term Care Ombudsman office.

Each long-term facility for older Californians Skilled Nursing Facility (SNF) and Residential Care Facility for the Elderly (RCFE) in Alameda County will be visited a minimum of once during the contract period. Facilities, in which complaints have been filed against, are to be visited each week for the SNFs and monthly for the RCFE or more depending on quantity or severity of the complaint(s).

Services shall be targeted to older residents of North, Central, South, and East Alameda County (Alameda, Albany, Berkeley, Emeryville, Oakland, Piedmont, Ashland, Castro Valley, Cherryland, Fairview, Hayward, San Leandro, San Lorenzo, Fremont, Newark, Union City, Dublin, Livermore, and Pleasanton), with special emphasis on low-income minority seniors.

The program may also serve residents under 60 years of age if:

1) A majority of the residents of the facility where the younger person resides are over age 60,

2) Such service does not weaken or decrease service to older individuals covered by the Older Americans Act [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996).

Contractor shall provide 24-hour, 7 day a week voice mail intake of complaints, augmented by a 24-hour statewide toll-free Crisis line.

Contractor shall provide the following service units through the Contractor's administrative offices Monday through Friday, during the annual contract period.

* + - 1. Consultations Provided to Facilities
			2. Information and Consultations Provided to Individuals
			3. Community Education Sessions
			4. Skilled Nursing Facility Resident Visitations shall be provided at least once per quarter.
			5. Residential Care Facility for the Elderly Visitations shall be provided at least once per quarter.
			6. Certified Volunteer Ombudsmen shall be maintained
			7. Meetings with Resident Councils
			8. Meetings with Family Councils

Contractor shall attend one (1) National Ombudsman Reporting System (NORS) Part I, II, and Ill training sessions.

Contractor will submit one (1) NORS Report quarterly, including data on cases opened and closed, as well as other case investigation facts such as types and sites of complaints.

Contractor shall submit the AAA Monthly Service Unit Report to the Area Agency on Aging on a monthly basis. The AAA Monthly Service Unit Report, formerly known as the AAA186 form, has been modified to capture Ombudsman activities and the NORS report.

Contractor shall have in place an outreach strategy to reach the targeted populations and to inform the community about the agency and services offered (or available?).

Contractor shall hold a monthly in-service meeting to provide support and education for volunteer Ombudsmen. Individual technical assistance shall be available to volunteers continuously on an as-needed basis.

Contractor shall provide one general training to recruit new Ombudsmen. Volunteer Recruitment means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAO Section 712{a){5){B){vii)).

Contractor shall conduct a client satisfaction performance survey, which includes general and outcome measures.

Contractor shall comply with SB 1759 {Chapter 902, Statutes of 2006), which requires existing and prospective Long-Term Care Ombudsman staff and volunteers to undergo background clearances and be fingerprinted.

Contractor shall not use means-tests for any Title Ill or Title VII services.

Contractor shall not deny services to any Title Ill or Title VII client who does not contribute toward the cost of the services received.

Contractor shall use non-coercive methods to solicit voluntary contributions for Title Ill and Title VII services.

Contractor’s donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive services.

Contractor shall not implement cost sharing for any Title Ill and Title VII service until so notified by the AAA.

Contractor shall not require proof of age or citizenship as a condition of receiving services.

## SPECIFIC REQUIREMENTS

1. Virtual Access to Services: In response to the Covid-19 Pandemic, virtual service access, hours, format, and/or delivery may be observed, allowing service provision via an online platform such as Zoom or Microsoft Teams.
2. Service locations must be situated in or be accessible to concentrations of consumers in the greatest social and economic need.
3. Providers must demonstrate the ability to reach out to targeted populations.
4. Service providers must meet the 10% match requirements for funding for Title III and VII programs and are encouraged to seek and obtain additional funding from other sources.
5. Participant income information may not be used to limit or deny services. OAA program participants must be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay.
6. Programs must utilize the views of participants when evaluating the effectiveness of services received.
7. All proposals for OAA funds shall conform to all applicable provisions of laws and regulations, including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, and applicable Federal or State regulations.
8. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers.
9. Successful applicants must have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda AAA Grievance Resolution Policy. All contractors will post and advise clients of their complaint resolution process.
10. All contractors are required to attend Provider Meetings scheduled by the AAA.
11. All contractors must have a written Emergency Operations Plan that can be activated in an emergency. The plan shall include 1) preparation of the facility 2) training for all staff, volunteers and participants in the agency’s emergency operations plan, and 3) fire safety preparations.
12. All contractors must provide access by County of Alameda, AAA, State of California, CDA, Federal AoA officials, to financial and other records pertaining to the program encompassed by the contract.
13. All contractors must provide Federal Tax Identification Number to the AAA.
14. All contractors must submit monthly program and expenditure reports in the prescribed format by the date due and maintain statistical and financial data in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.
15. All contractors must submit final financial and program reports no later than thirty (30) days following the end of the contract period.
16. All contractors must comply with all federal, state, and local rules, regulations and policies, including, but not limited to, Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [[45CFR§75](https://mail.google.com/mail/ca/u/1/#drafts/160e76e02519f07a)] and California Title 22 [22CCR§7500-7716]. The cited State and federal regulations, relevant OMB regulations, Policy Manuals, and other Program Memorandum may be viewed by searching online for the cited regulations, or by calling the AAA office for assistance.
17. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant’s open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.
18. Prior to awarding a contract to any for-profit entity, the California Dept. of Aging (CDA) must also review and approve the contractor’s bid proposal.
19. Within the first 90 days of the contract, all contractors must have written personnel policies and procedures, written job descriptions for all staff involved in the project, and a written Emergency Preparedness Plan.
20. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor’s report or nine (9) months after the end of the audit period, whichever occurs first (2CFR 200 512).

## DELIVERABLES / REPORTS / RESULT BASED ACCOUNTABILITY

* 1. Contractors will submit monthly reports and where required enter participant and service unit data into SAMS, or other software or web-based applications, as specified in the Specific Requirements section of this RFP.
	2. The Social Services Agency has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? and Is anyone better off? The RBA framework establishes a partnership between the service provider and SSA. The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.
1. How much was done?
	* + 1. Contractor will meet 95% of its program specific Service Unit requirements.
			2. Deliverable: Contractor will submit reports to AAA documenting the number of Service Units completed.
		1. How well was it done?
2. Contractor will maintain ongoing compliance with all program-specific service and legal requirements, as described in the Scope of Work and Appendices of this RFP, for the duration of the contract.
3. Deliverable: Contractor will host site visits and provide proof of compliance documentation as required by the AAA.

c. Is anyone better off?

1. Goals of the AAA Supportive Services programs will be considered met, and clients better off, if contractor meets its 95% Service Unit requirements.
2. Deliverable: Contractor will submit monthly reports to AAA documenting the number of Service Units completed.

## NETWORKING / BIDDERS CONFERENCES

1. Potential applicants are strongly encouraged, but not required, to attend one of the following Bidders’ Conferences:

DATE: April 12, 2022

 TIME: 9:30 AM

**Join on your computer or mobile app**

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_Y2IzNGZmZTUtYjg3Zi00NjFmLTkwMTctMTljNjU2YzlhNjA2%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22b3c6f817-3c1e-4663-b77d-90d4bb87a6c9%22%7d)

**Or call in (audio only)**

+1 415-915-3950,,291398692#   United States, San Francisco

(888) 715-8170,,291398692#   United States (Toll-free)

Phone Conference ID: 291 398 692#

DATE: April 13, 2022

TIME: 1:30 PM

**Join on your computer or mobile app**

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_N2ExNWY0ZjktMzc1Ny00YmZhLThlYzAtZGMwY2YzM2NmNDMz%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22b3c6f817-3c1e-4663-b77d-90d4bb87a6c9%22%7d)

**Or call in (audio only)**

+1 415-915-3950,,121302118#   United States, San Francisco

(888) 715-8170,,121302118#   United States (Toll-free)

Phone Conference ID: 121 302 118#

Please RSVP your attendance to aaarfp@acgov.org.

1. Bidders Conferences will be held via an online platform to allow for remote participation. Bidders can participate via a computer with a stable internet connection. (the recommended Bandwidth is 512Kbps)
2. In order to get the best experience, the County recommends that Bidders participating remotely use equipment with audio output such as speakers, headsets, or a telephone.
3. Networking/bidders conferences will be held to:
	* + 1. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
			2. Provide bidders an opportunity to view a site, receive documents, etc. necessary to respond to this RFP
			3. Provide the County with an opportunity to receive feedback regarding the project and RFP.
4. The list of Bidder Conference attendees will be released in a separate document.
5. Only written questions received by the stated deadline will be addressed in an RFP Question and Answer (Q&A) following the Networking/Bidders Conference(s).  Should there be a need to amend or revise the RFP, an Addendum will be issued following the Networking/Bidders Conferences. The Q&A and Addendum are the final stance of the County.
6. All questions regarding these specifications, terms and conditions are to be submitted in writing by 5:00 p.m. on April 14, 2022 to:

RFP No. SSS-2022 OMB & CalFresh Programs

Supportive Services Programs

Jennifer Stephens-Pierre, Director

County of Alameda, Area Agency on Aging

6955 Foothill Blvd, Suite 143

Oakland, CA 94605

E-Mail: aaarfp@acgov.org

1. Potential Bidders are strongly encouraged to attend Networking/Bidders Conference(s) in order to further facilitate subcontracting relationships.  Vendors who attend a Networking/Bidders Conference will be added to the Vendor Bid List.  Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions.  Attendance at a Networking/Bidders Conference is highly recommended but is not mandatory.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Debarment and Suspension, and Relevant Experience) will be evaluated by a County Selection Committee (CSC).  The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in services for older adults. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the Area Agency on Aging only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. 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 RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award multiple contracts to the responsible bidders whose responses conform to the RFP and whose bids present 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 contracts to the bidders that propose 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. In order to provide services across the full geographic spectrum of the County, multiple awards within a service category may be awarded.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders’ proposals. Proposals will be evaluated according to each Evaluation Criteria and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is 500 points. Proposals must receive a score of 250 points to be eligible for consideration.

The zero to five-point scale range is defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Not Acceptable | Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal. |
| 1 | Poor | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP. |
| 2 | Fair | Has a reasonable probability of success, however, some objectives may not be met. |
| 3 | Average | Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.  |
| 4 | Above Average / Good | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification. |

All proposals will initially be evaluated against the following and receive a pass/fail rank. Evaluations that receive a “Fail” rating will not receive further consideration.

The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP 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.  | Pass/Fail |
| **B.** | **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 www.sam.gov. | Pass/Fail |
|  | **Relevant Experience:**Bidder shall be regularly and continuously engaged in the business of providing supportive services to older adults for at least four years. | Pass/Fail |

The Evaluation Questions and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Questions (Minimum 12 pt font)** | **Points** |
| **D.** | **MISSION, EXPERIENCE AND COMMUNITY INVOLVEMENT:** **(Maximum two (2) pages)**1. Describe the organization’s history, purpose and mission statement.2. Discuss the needs of older adults in Alameda County, including demographic and geographic data that are relevant to the program for which you are applying. Describe the religious, cultural, income and language considerations affecting the potential population.3. Describe the organization’s efforts to coordinate with local and regional community services to integrate the service delivery system in Alameda County. Provide specific examples of how these efforts have led to increased opportunities for older adults to live more independently.4. Describe the organization’s experience in providing community-based services to older adults in Alameda County. Document the number of individuals served by type of service.5. Will your agency recruit, train, supervise and recognize volunteers in providing the proposed service? If so, how will this be accomplished? **Section D Subtotal** | **24** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1.
 | **PROGRAM DELIVERY:** **(Maximum six (6) pages)**1. Using the following format, please describe in detail the service categories and units that you will provide. Please provide a narrative description of how you will provide the services.

|  |  |  |
| --- | --- | --- |
| **Service** **Category** | **Seniors** **Served** | **# of Unit** **Measures** |
| (e.g. Ombudsman Services) | (e.g. 200 Seniors) | (e.g. 500 hours) |

1. Are you currently providing this service, and if so, how many units are you providing? Please describe your plans to maintain or expand your services.
2. The Older Americans Act requires that services be targeted to low income, functionally impaired and minority individuals. Please tell us how you plan to ensure people in targeted groups will be engaged in services at levels at least as high as the percentages shown on page 1 of this RFP.
3. Discuss the outreach/public information methods the organization intends to employ to generate participation in the program.
4. Please describe the qualifications and responsibilities of all staff directly responsible for delivery of program services, including any bi-lingual capability.
5. Federal regulations mandate that persons receiving services be given the opportunity to freely contribute to the cost of service. At the same time, these participants must not be subjected to any kind of test to determine their ability to contribute. Please describe your plan to provide participants with a voluntary opportunity to contribute, including how privacy is ensured, what procedures are used to account for and safeguard funds.
6. How will your agency evaluate the services you propose to provide. Include any procedures you have developed to track measurable outcomes. How will you ensure that caregivers, seniors and community participants are involved in the planning and evaluation of your services?

 **Section E Subtotal** | **40** |
|  | **ADMINISTRATIVE & FISCAL QUALIFICATIONS:****(Maximum four (4) pages)**1. Using the following format, please provide your agency’s staffing plan and percentage of time allocated to this program. Please note that staffing plans must match personnel costs on budget.

|  |  |  |
| --- | --- | --- |
|  | **Staff Summary** | **Form** |
| **Job Title/Position** | **Total Agency % FTE** | **% FTE for this program** |

1. Using the following format, please provide a three-year history of total Revenue vs. total Expense for your agency. In narrative form, please explain any large fluctuations in income or expense. Please provide an explanation for any deficit.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **2018-2019** | **2019-2020** | **2020-2021** |
| Revenue |  |  |  |
| Expense |  |  |  |
| Over/Under |  |  |  |

1. Using the instructions and template provided in Exhibit B, please submit a Line-Item Budget for this program.  In narrative form, please describe your approach for deploying the most cost-effective program.
2. Please describe the organization’s current accounting system, including the following: areas and frequency of accounting for receivables and payables, payroll processing, financial statement preparation and internal/external auditing.
3. Discuss your plan for securing the required 10% non-federal match. What are your short and long-term funding needs and goals for ongoing support of the proposed project? Please indicate if you have a current strategic plan that addresses these issues.
4. Describe special attributes of your current or proposed board of directors that would: 1) augment your capabilities to outreach and serve your specific targeted group; 2) contribute knowledge/expertise with services you will provide; 3) provide guidance in quality assurance measurements; and 4) accept responsibility in developing and implementing strategic plans with both short and long-term needs and goals, especially financial stability.
5. Describe the organization’s physical facilities and equipment that will enable adequate provision of services.
6. Please describe the organization’s capacity to provide reporting and client data and service unit delivery.
7. Please describe your organization’s current plan for providing services to seniors in the case of a catastrophic event (earthquake, fire, etc.)

 **Section F Subtotal** | **36** |
|  | **TOTAL POINTS** | **100**  |

## CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract which may be awarded to Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

* + 1. Contractor has complied with all terms of this RFP; and
		2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor will be notified of contract termination.   The County will have the right to invite the next highest ranked bidder to enter into a contract.  The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by Area Agency on Aging. 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. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
		2. 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.

## Bid Protest/Appeals Process

The County prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the intent to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County’s SSA Finance Director, located at 1111 Jackson Street, 1st Floor, Suite 103 Oakland, CA 94607, Email: aaarfp@acgov.org, before 5:00 p.m. of the FIFTH business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder.  A Bid protest received after 5:00 p.m. is considered received as of the next business day.
	* + 1. The Bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
			4. The County Agency/Department will notify all bidders of the protest as soon as possible.
2. Upon receipt of written protest, SSA Finance Director, or designee will review and evaluate the protest and issue a written decision. The SSA Finance Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten business days prior to the Board hearing date.
3. The decision will be communicated by e-mail and certified mail and will inform the bidder whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.
4. The decision of the SSA Finance Director on the bid protest may be appealed to the Auditor-Controller’s Office of Contract Compliance and Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidder affected by the SSA Finance Director’s decision on the protest, and the protestor have the right to appeal if not satisfied with the SSA Finance Director’s decision. All appeals to the Auditor-Controller’s OCCR shall be in writing and submitted within five business days following the issuance of the decision by the SSA Finance Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH business day following the date of issuance of the decision by the SSA Finance Director shall not be considered under any circumstances by the SSA or the Auditor-Controller OCCR.
	1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
	2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
5. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the SSA Finance Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the SSA Finance Director or department designee, and will determine whether to uphold or overturn the protest decision.
6. The Auditor’s Office may overturn the results of a bid process for ethical violations by SSA Contracts Office staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
7. The decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidder affected by the decision.
8. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.
9. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this RFP, will be one year (July 1, 2022 - June 30, 2023) with an option to renew for three additional one-year terms. Funding for the contract is contingent upon availability of state, federal, and local funds.
		2. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
		3. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for three additional one-year terms at agreed prices with all other terms and conditions remaining the same

## QUANTITIES

Quantities listed herein are annual estimates based on past funding available to the AAA and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

## PRICING

* + 1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
		2. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
		3. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

## AWARD

* + 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFPsection entitled “Evaluation Criteria/Selection Committee.”
		2. The committee will recommend award to the bidders who, in its opinion, has submitted the proposals 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. Partial awards may be made. Multiple awards in the same program category may be made.
		3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFPor from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
		4. Any proposal/bids that contain false or misleading information may be disqualified by the County.
		5. The County reserves the right to award to a single or multiple Contractors.
		6. The County has the right to decline to award this contract or any part thereof for any reason.
		7. Board approval to award a contract is required. The AAA may negotiate modifications to assure program requirements are covered before the contract is signed.
		8. The selected proposal shall be made part of the contract, and RFP specifications, terms, conditions and Exhibits, RFP 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 RFP.
		9. After award, if service levels are not being met, then the budget may be reduced to reflect the current levels.
		10. No contract funds should be used to pay the salary or expenses for anyone that is lobbying.
		11. The Community Based Organization (CBO) Master Contract terms and conditions are non-negotiable.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
		2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
		3. County shall notify Contractor of any adjustments required to invoice.
		4. Invoices shall contain the contractor’s name, service category name, remit to address, preparer name, telephone number, budget line items as directed by the Area Agency on Aging and shall be accompanied by acceptable proof of delivery.
		5. Contractor shall utilize standardized invoice upon request.
		6. Invoices shall only be issued by the Contractor who is awarded a contract.
		7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the contract.
		8. The County will pay Contractor monthly or as agreed upon, not to exceed the total RFP quoted in the bid response.
		9. Contractor shall submit invoices to the County within fifteen (15) calendar days following the month of service.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

The Alameda County Social Services Agency, Area Agency on Aging (AAA) is managing the competitive process for this project on behalf of the County.  All contact during the competitive process is to be through the Area Agency on Aging department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of Bidder.

Contact Information for this RFP:

Jennifer Stephens-Pierre, Director

County of Alameda, Area Agency on Aging

6955 Foothill Blvd, Suite 143

Oakland, CA  94605

E-Mail: aaarfp@acgov.org

Phone: (510) 577-1966

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda.  Go to [**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/>] to view current contracting opportunities.

## SUBMITTAL OF BIDS

* + 1. All bids must be SEALED and must be received at the Department of Adult & Aging BY 2:00 p.m. on the due date specified in the Calendar of Events.

**NOTE:** LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS, PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The AAA department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

* + 1. **Bidder’s name, return address, and RFP number and title must appear on the sealed package.** Bids are to be addressed and delivered as follows:

RFP No. SSS-2022 OMBCalFresh

Ombudsman-CalFresh Programs

Jennifer Stephens-Pierre, Director

Alameda County Area Agency on Aging

6955 Foothill Blvd, Suite 143

Oakland, CA 94605

E-Mail: aaarfp@acgov.org

**\*PLEASE NOTE** that on the bid due date, a bid reception desk will be open between 8:30 a.m. – 2:00 p.m. and will be located in the 1st floor lobby at 6955 Foothill Boulevard, Suite 143, Oakland, CA.

* + 1. Bidders are to submit one original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus Ten (10) copies of the of the original roposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY”. All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
		2. A SEPARATE BID RESPONSE PACKET IS REQUIRED TO BE SUBMITTED FOR EACH SERVICE CATEGORY. FAILURE TO SUBMIT A SEPARATE RESPONSE PACKET WILL BE SUBJECT TO DISQUALIFICATION.
		3. No email (electronic) or facsimile bids will be considered.
		4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
		5. Bidders are requested to email their intent to submit a bid by April 25, 2022, one week prior to the bid due date (May 2, 2022). However, bidders will not be penalized for not sending their intent to submit a bid. Letters should be submitted via email to aaarfp@acgov.org.
		6. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
		7. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, an recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project.  In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
		8. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
		9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
		10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
		11. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
1. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
2. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

## RESPONSE FORMAT

* + 1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
		2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
		3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary.  County may refuse to consider any bid response or part thereof so marked.  Bid responses submitted in response to this RFP may be subject to public disclosure.  County shall not be liable in any way for disclosure of any such records.  Please refer to the County’s website at: **[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/>] for more information.
	1. ADDITIONAL REQUIRED DOCUMENTATION

All **ORIGINAL** BID RESPONSE PACKETS must include these additional documents:

1. An organizational chart.
2. Copy of Adult Day Care License or status of application (if applicable)

The **ORIGINAL** BID RESPONSE PACKET for Nonprofit Agencies must also include:

* + 1. Nonprofit Determination Letter (501[c][3])
		2. Articles of Incorporation
		3. Most recent Bylaws
		4. Roster of Board of Directors
		5. Copies of minutes of the last two Board of Director’s meetings

### EXHIBIT A

**BID RESPONSE PACKET**

**RFP No. SSS-2022 Ombudsman-Cal Fresh Programs**

To: The County of Alameda

From:

(Official Name of Bidder)

**INSTRUCTIONS**

§  **As described in the submittal of bids section of this RFP, Bidders are to submit one original hardcopy bid (i.e. Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus ten copies.**

§  **All pages of the Bid Response Packet (Exhibit A) must be submitted in total with all required documents attached thereto; all information requested must be supplied; any pages of the Bid Response Packet (Exhibit A) 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” or the bid may be disqualified as incomplete.**

§  **Bidders shall not submit to the County a re-typed, word-processed, or otherwise recreated or modified version of the Bid Response Packet or any other County-provided document unless instructed to do so.  Modifications Bidders are instructed to make include:**

o   **On the cover page of the Bid Response Packet, Bidders must replace the information in BLUE font (name of Bidding organization, primary contact name, etc.).**

§  **All prices and notations must be printed in ink or typewritten; no erasures are permitted; errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed by person signing bid.**

§  **Bidder must quote price(s) as specified in the RFP, including any addendums.**

§  **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 RFP, these must be submitted on the *Exceptions and Clarifications* form of the Bid Response Packet in order for the bid response to be considered complete.**

**Date of Submission**

**Name of Bidding Organization**

**Primary Contact Name**

**Primary Contact Title**

**Address 1**

**Address 2**

**City, State Zip Code**

**Phone Number**

**Email Address**

**Name of Service Proposed**

### BID RESPONSE PACKET

### COVER PAGE

 RFP No. SSS-2022

OMBUDSMAN and CaLFRESH

####

#### RFP No. SSS-2022 Ombudsman-Cal Fresh Programs

#### BIDDER INFORMATION

Official Name of Bidder:

Proposed Service Category:

Street Address Line 2:

City:  State:  Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

 [ ]  Corporation [ ]  Joint Venture [ ]  Partnership

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

 [ ]  Sole Proprietor

 [ ]  Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:  Alternate Number:

E-mail Address:

#### RFP No. SSS-2022 Ombudsman-Cal Fresh Programs

#### BIDDER ACCEPTANCE

1. The undersigned declares and agrees that the Bid Documents, including, without limitation, the RFP Q&A, Addenda, and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. SS-2022.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, general County requirements, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
* [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

* [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

* [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

* [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

* **Proprietary and Confidential Information**

[http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP.
2. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

**SIGNATURE:**

Name/Title of Authorized Signer:

Dated this  day of  20

**RFP No. SSS-2022 Ombudsman-Cal Fresh Programs**

**REQUIRED DOCUMENTATION AND SUBMITTALS** **CHECKLIST**

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

|  |  |  |
| --- | --- | --- |
| **Item** |  | **ü** |
| 1. | One (1) original proposal marked “Original” plus ten (10) copies of the original proposal. |  |
| 2. | The “original” bid response must be signed in **blue ink** with an authorized signature. |  |
| 3. | The “original” bid response is to be either loose-leaf or in a three (3)-ring binder, **not** bound. |  |
| 4. | Proposals must be printed on white8 ½” by 11” paper. The font must be at least 12-point type in “Times New Roman” or equivalent font. Lines shall be single-spaced. |  |
| 5. | Table of Contents: Bid responses shall include a table of contents listing the individual sections of the quotation/proposal and their corresponding page numbers. Tabs should separate each of the individual sections. |  |

**Response Format: Check Boxes**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Response Package: Check Boxes**

|  |  |  |
| --- | --- | --- |
| Item |   | **ü** |
| 1. | Proposal Checklist **– signed original in blue ink.** |  |
| 2. | Cover Letter: **– signed original in blue ink.** |  |
| 3. | Bid Form (Exhibit A) with all questions completed as specified |  |
| 4. | Budget form as specified in Exhibit C |  |
| 5. | Organizational Chart |  |
| 6. | If a Non-Profit Agency; Non-profit determination letter (501[c][3]) |  |
| 7. | If a Non-Profit Agency; Articles of Incorporation |  |
| 8. | If a Non-Profit Agency; Most recent Bylaws |  |
| 9. | If a Non-Profit Agency; Roster of Board of Directors |  |
| 10. | If a Non-Profit Agency; Copies of minutes of last two Board of Director meetings |  |
| 11. | If an Adult Day Care provider; copy of current License or status of application |  |

**Our agency certifies that all above request information have been completed for RFP No. SSS-2022 Ombudsman-Cal Fresh Programs.** |

Signature: Print Name:

Agency Name: Date:

**RFP No. SSS-2022 Ombudsman-Cal Fresh Programs**

**EXHIBIT A**

**BID RESPONSE FORM**

**COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. 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 below shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for any contract that is a result of this bid.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

**PLEASE PROVIDE A SEPARATE PROPOSAL PACKET FOR EACH SERVICE CATEGORY.**

**CHECK THE PROPOSED SERVICE CATEGORY BELOW (PLEASE CHECK ONLY ONE):**

£ Ombudsman Services £ CalFresh

**PLEASE NOTE THE GEOGRAPHIC AREA OF SERVICE AND PERCENTAGE OF TOTAL CLIENTS SERVED IN EACH AREA (IF YOU ARE PROPOSING TO SERVE MULTIPLE AREAS):**

 [ ]  NORTH \_\_\_\_ % [ ] SOUTH\_\_\_\_\_% [ ] COUNTYWIDE\_\_\_\_%

 [ ]  CENTRAL\_\_\_\_ % [ ] EAST\_\_\_\_\_%

**PLEASE INCLUDE YOUR PROPOSAL SPECIFICS IN THE FOLLOWING CHART:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SERVICE CATEGORY / GEOGRAPHIC AREA** **(selected above)** | **# SENIORS SERVED** | **# UNIT****MEASUREMENTS****PROPOSED** | **AMOUNT REQUESTED** | **TOTAL PROGRAM COST**  |
|   |  |  |  |  |

**PLEASE PROVIDE A SEPARATE PROPOSAL PACKET FOR EACH SERVICE CATEGORY**

**RFP No. SSS-2022 Ombudsman-Cal Fresh Programs**

**EXHIBIT A**

**BID RESPONSE NARRATIVE**

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Mission, Experience and Community Involvement, Program Delivery, Administrative & Fiscal Qualifications, etc.).

BID RESPONSE NARRATIVE: Please respond to the following questions:

**MISSION, EXPERIENCE AND COMMUNITY INVOLVEMENT:**

 **(***Maximum two (2) pages; minimum 12 pt. font)*

1. Describe the organization’s history, purpose and mission statement. (5 points)
2. Discuss the needs of older adults in Alameda County, including demographic and geographic data that are relevant to the program for which you are applying. Describe the religious, cultural, income and language considerations affecting the potential population. (5 points)
3. Describe the organization’s efforts to coordinate with local and regional community services to integrate the service delivery system in Alameda County. Provide specific examples of how these efforts have led to increased opportunities for older adults to live more independently. (5 points)
4. Describe the organization’s experience in providing community-based services to older adults in Alameda County. Document the number of individuals served by type of service. (5 points)
5. Will your agency recruit, train, supervise and recognize volunteers in providing the proposed service? If so, how will this be accomplished? (4 points)

**PROGRAM DELIVERY:**

*(Maximum six (6) pages; minimum 12 pt. font)*

1. Using the following format, please describe in detail the service category and units that you will provide. Please provide a narrative description of how you will provide the services. (6 points)

|  |  |  |
| --- | --- | --- |
| **Service** **Category** | **Seniors** **Served** | **# of Unit** **Measures** |
| (e.g. Ombudsman Services) | (e.g. 200 Seniors) | (e.g. 500 Hours) |

2. Are you currently providing this service, and if so, how many units are you providing.  Please describe your plans to maintain or expand your services? (6 points)

3. The Older Americans Act requires that services be targeted to low income, functionally impaired and minority individuals. Please tell us how you plan to ensure people in targeted groups will be engaged in services at levels at least as high as the percentages shown on page 1 of this RFP. (6 points)

4. Discuss the outreach/public information methods the organization intends to employ to generate participation in the program. (4 points)

5. Describe the qualifications and responsibilities of all staff directly responsible for delivery of program services, including any bi-lingual capability. (6 points)

6. Federal regulations mandate that persons receiving services be given the opportunity to freely contribute to the cost of service. At the same time, these participants must not be subjected to any kind of test to determine their ability to contribute. Please describe your plan to provide participants with a voluntary opportunity to contribute, including how privacy is ensured, what procedures are used to account for and safeguard funds. (6 points)

7. Describe the quality assurance procedures your agency will use to evaluate the services you propose to provide. Include any procedures you have developed to track measurable outcomes. How will you ensure that caregivers, seniors and community participants are involved in the planning and evaluation of your services? (6 points)

**ADMINISTRATIVE & FISCAL QUALIFICATIONS:**

 **(Maximum four (4) pages; minimum 12 pt. font)**

1. Using the following format, please provide your agency’s staffing plan and percentage of time allocated to this program. Please note that staffing plans must match personnel costs on budget. (5 points)

|  |  |  |
| --- | --- | --- |
|  |  **Staff Summary Form** |  |
| **Job Title/Position** | **Total Agency % FTE** | **% FTE for this program** |
|  |  |  |
|  |  |  |

2. Using the following format, please provide a three-year history of total income vs. Total expense for your agency. In narrative form, please explain any large fluctuations in income or expense. Please provide an explanation for any deficit. (2 points)

|  |  |  |  |
| --- | --- | --- | --- |
|  | **2018-2019** | **2019-2020** | **2020-2021** |
| Revenue |  |  |  |
| Expense |  |  |  |
| Over/Under |  |  |  |

3. Using the instructions and template provided in Exhibit B, please submit a Line-Item Budget for this program. In narrative form, please describe your approach for deploying the most cost-effective program. (5 points)

4. Describe the organization’s current accounting system, including the following: areas and frequency of accounting for receivables and payables, payroll processing, financial statement preparation and internal/external auditing. (2 points)

5. Discuss your plan for securing the required 10% non-federal match. What are your short and long-term funding needs and goals for ongoing support of the proposed project? Please indicate if you have a current strategic plan that addresses these issues. (5 points)

6. Describe special attributes of your current or proposed board of directors that would: 1) augment your capabilities to outreach and serve your specific targeted group; 2) contribute knowledge/expertise with services you will provide; 3) provide guidance in quality assurance measurements; and 4) accept responsibility in developing and implementing strategic plans with both short and long-term needs and goals, especially financial stability. (2 points)

7. Describe the organization’s physical facilities and equipment that will enable adequate provision of services. (5 points)

8. Please describe the organization’s capacity to provide reporting and client data and service unit delivery. (5 points)

9. Please describe your organization’s current plan for providing services to seniors in the case of a catastrophic event (earthquake, fire, etc.). (5 points)

 **RFP No. SSS-2022 Ombudsman-Cal Fresh Programs**

**EXHIBIT B**

**RFP BUDGET INSTRUCTIONS AND TEMPLATE**

Applicants must complete a detailed Line-Item Budget using the format provided in Exhibit C that includes **ALL** projected revenues and operating costs for the proposed program or project.

OAA programs are required to provide a minimum 10% match, through cash and/or in-kind, of the total budget. Client Donations cannot be used to satisfy the minimum match requirement.

**BUDGET COMPLETION INSTRUCTIONS**

**General:**

1. The budget is a spending plan. Be realistic in estimating revenues. When possible, use past spending experience to help estimate budget needs.
2. Typed or computer facsimiles (exact copies of the budget format) are acceptable.
3. Round all figures to the nearest dollar.
4. Audit costs are not AAA reimbursable for programs expending less than $750,000 federal funds.

**Budget:**

1. ENTER DATA IN COLUMN (1) AND COLUMN (3) ONLY.
2. Total Project Budget (Column 1): Enter the Total Project Budget amount for each line item.
3. Total Agency Budget (Column 3): Enter the Total Agency Budget amount for each line item.
4. Totals and Percentages (Columns 2 and 4) will automatically calculate.

|  |
| --- |
| **RFP No. SSS-2022 Ombudsman-Cal Fresh Programs****EXHIBIT B RFP BUDGET TEMPLATE** |
|  |
| **Official Name of Bidder:** |  |  |
|  |  |  |  |  |  |  |  |  |
| **Service Category:** |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  | **Total** |  | **% to** |  | **Total** |  | **% to** |
|  |  | **Project** |  | **Total** |  | **Agency** |  |  **Total**  |
|  |  | **Budget (1)** |  | **Income (2)** |  | **Budget (3)** |  | **Income (4)**  |
| **REVENUE/INCOME SOURCES:** |   |  |   |  |   |  |   |
|  | **AAA Funding Requested** |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  | **Client Contributions** |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  | **In-Kind Support** |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  | **Other Income:** |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  |  |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  |  |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  | **Total Income** |  **-**  |  | **0.0%** |  |  **-**  |  | **0.0%** |
|  |  |   |  |   |  |   |  |   |
| **EXPENSES:** |   |  |   |  |  |  |   |
|  | **Salaries and Employee Benefits** |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  | **Services and Supplies** |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  | **Capital Equipment (Any item over $5,000)** |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  |  |  |  |  |  |  |  |  |
|  |  |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  |  |  -  |  | 0.0% |  |  -  |  | 0.0% |
|  | **Total Expenses** |  **-**  |   | **0.0%** |  |  **-**  |   | **0.0%** |
| **Excess of Revenue Over Expenses** |  **-**  |   | **0.0%** |  |  **-**  |   | **0.0%** |

****

**RFP No. SSS-2022 Ombudsman-Cal Fresh Programs**

**EXHIBIT C**

**RFP INSURANCE REQUIREMENTS**

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

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:

**\*\*\* see next page for county of alameda minimum insurance requirements \*\*\***

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

|  |  |
| --- | --- |
| **TYPE OF INSURANCE COVERAGES** | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)Any AutoBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**Required for all contractors with employees | WC: Statutory LimitsEL: $100,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions** Includes endorsements of contractual liability | $1,000,000 per occurrence$2,000,000 aggregate |
| **E** | **Endorsements and Conditions**:1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Personal 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 and representatives.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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 shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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 minimum A.M. Best Rating of A- or better, 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. 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 furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any 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.
* Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.
1. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
2. **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 require certificate(s) and endorsements must be sent to:
* **Alameda County Social Services/Contracts Office, 1111 Jackson Street, 1st Floor, Oakland, CA 94607**

 **Attn: Insurance Unit**- With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) |

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**RFP No. SSS-2022 Ombudsman-Cal Fresh Programs**

**EXHIBIT d**

**DATA REPORTING REQUIREMENTS**

**MANAGEMENT INFORMATION SYSTEMS (MIS) AND OTHER REPORTING REQUIREMENTS**

The OAA calls for annual performance reporting by the Administration on Aging (AoA). In the 1992 reauthorization of the OAA, the AoA was directed by Congress to develop refined reporting procedures for use by Area Agencies on Aging. AoA undertook the development of the National Aging Program Information System (NAPIS).

NAPIS requires that data from Management Information Systems (MIS) is collected by the AAA and must be submitted by the contractor on a monthly basis. All contractors are required to submit a monthly report of client and service unit activity, in a format prescribed by the AAA, by the 7th working day following the month of service.

**Registered Service Category**: Registered Services require Client Level Reporting. Programs delivering Registered Services are required to enter MIS and Client Demographic data into the Social Assistance Management System (SAMS) database by the 7th working day following the month of service. Programs delivering Registered Services are also required to pay an annual license fee to access SAMS.

Each program is required to maintain documentation for all program and client information submitted to the AAA and to have this documentation available for review during the annual onsite monitoring visit. Programs are expected to make every effort to submit MIS and Client data in a manner that conforms to the format required by the Area Agency on Aging.

All contractors shall maintain accountability of all statistical and financial data in order to document and assure the accuracy of the data presented in the required program and financial reports.

All contractors shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

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**EXHIBIT E**

**EMERGENCY PREPAREDNESS**

**The Emergency Preparedness Responsibility of Area Agency on Aging**

It is the responsibility of all Area Agency on Aging contractors to prepare a written Emergency Operations Plan that can be activated in an emergency. The plan shall include assurances that the following preparations have been made.

**A. FACILITY PREPARATION**

1. Prepare all furniture, appliances and other free standing objects so that they are adequately secured.

2. Move heavy items to lower shelves in closets and cabinets.

3. Check cabinet doors to be sure they can be closed securely.

4. Remove or isolate flammable materials.

5. Clearly mark gas and water shut-off valves and post legible instructions on how to shut off each one.

6 Maintain a conveniently located set of tools (including pipe and crescent wrenches) to facilitate prompt shut-off.

7. Place evacuation plan for facility in a position readily accessible to the public.

8. Indicate the location at each site where the following items, in working condition, can be found.

1. Portable radio and spare parts
2. First Aid supplies
3. Flashlights and spare batteries
4. Wrenches and other tools
5. Fire extinguishers

**B. ASSIGNMENTS**

1. Specific assignments should be given to staff for which they are responsible during an emergency. Recommended assignments would be provisions to check on program participants after a disaster, if feasible, and a contingency plan to continue program services.

2. Conduct an inventory of staff skills and of equipment to be used in a disaster response.

**C. TRAINING PROVISIONS**

1. Training for all staff, volunteers and participants in the agency’s Emergency Operations Plan.

2. Provisions to train staff and volunteers in First Aid and CPR.

3. Training for Earthquake Preparedness shall include:

1. Two documented earthquake drills per year
2. Procedures to assemble staff if no phones are working
3. Probability that no transportation, utilities (including telephone) or emergency services will be available for an undetermined time after a major quake
4. The importance of cooperating with public officials
5. How to inspect facilities for damage, water and gas leaks
6. How to check for injuries
7. Warning of the danger of cooking inside buildings
8. The probability of after shocks
9. Tuning in to a portable radio

**D. FIRE SAFETY PROVISIONS**

1. Fire extinguishers on site that are checked and tagged once a year
2. Two documented fire drills per year for clients and staff
3. Paths of travel free from obstruction
4. Exists clearly marked

**E. OTHER RECOMMENDATIONS**

1. It is recommended that agencies store sufficient water for participants and staff likely to be detained at the site for up to 72 hours, or have plans to access water for 72 hours as needed.

2. It is recommended that agencies maintain a supply of nutritious snacks and/or other food in vermin-proof storage to support participants and staff likely to be detained for up to 72 hours.

* 1. It is recommended that agencies make provisions to check on program participants after a disaster.

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**EXHIBIT F**

**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

**Bidder Name:**

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

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

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| **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