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

* The format of this RFP has been simplified.
* Only the following pages require signatures:
1. Exhibit A – Bid Response Packet, Bidder Information and Acceptance page
	1. Must be signed by Bidder
2. Exhibit D – Debarment and Suspension Certification
	1. Must be signed by Bidder

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

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. HCSA-900822

**for**

NON-CONGREGATE SHELTER, HOMEKEY SHELTER AND REHOUSING STRATEGY IMPLEMENTATION

|  |  |
| --- | --- |
| **Bidders Conference #1: May 11, 2022, Wednesday, 10 am**Microsoft Teams meetingJoin on your computer or mobile app[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ODdlODlkZGQtNGE4ZC00OGE0LWI0YTMtYTNhMmVlZmYyM2Q0%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22b39345f5-d5bb-4844-ace6-8591c5385fbe%22%7d)Or call in (audio only)+1 415-915-3950,,53865586#   United States, San FranciscoPhone Conference ID: 538 655 86#[Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=53865586) | [Reset PIN](https://mysettings.lync.com/pstnconferencing) | **Bidders Conference #2: May 12, 2022, Thursday, 9 am**Microsoft Teams meetingJoin on your computer or mobile app[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_MTE0ZmQxZDQtZmJhYS00NTRkLWEzZDYtYzhmYTI1OTJmNjdk%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22b39345f5-d5bb-4844-ace6-8591c5385fbe%22%7d)Or call in (audio only)+1 415-915-3950,,293187308#   United States, San FranciscoPhone Conference ID: 293 187 308#[Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=293187308) | [Reset PIN](https://mysettings.lync.com/pstnconferencing) |
| **For complete information regarding this project, see RFP posted at** [**http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp**](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) **or contact the County representative listed below. Thank you for your interest!****Contact Person: Mona Palacios****Phone Number: (510) 520-8200****E-mail Address: Mona.Palacios@acgov.org** |

**RESPONSE DUE**

 by

**2:00 p.m.**

on

**June 1, 2022**

at

**Alameda County, Health Care Services Agency**

**1000 San Leandro Blvd, Suite 300, San Leandro, CA 94577**

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

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# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. HCSA-900822

 NON-CONGREGATE SHELTER, HOMEKEY SHELTER AND REHOUSING STRATEGY IMPLEMENTATION

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **May 3, 2022** |
| **Networking/Bidders Conference #1** | **May 11, 2022 10:00 a.m. (PST)*****TO ATTEND ONLINE*:**  Microsoft Teams meetingJoin on your computer or mobile app[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ODdlODlkZGQtNGE4ZC00OGE0LWI0YTMtYTNhMmVlZmYyM2Q0%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22b39345f5-d5bb-4844-ace6-8591c5385fbe%22%7d)Or call in (audio only)+1 415-915-3950,,53865586#   United States, San FranciscoPhone Conference ID: 538 655 86#[Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=53865586) | [Reset PIN](https://mysettings.lync.com/pstnconferencing) |
| **Networking/Bidders Conference #2** | **May 12, 2022 9:00 a.m. (PST)*****TO ATTEND ONLINE*:**  Microsoft Teams meetingJoin on your computer or mobile app[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_MTE0ZmQxZDQtZmJhYS00NTRkLWEzZDYtYzhmYTI1OTJmNjdk%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22b39345f5-d5bb-4844-ace6-8591c5385fbe%22%7d)Or call in (audio only)+1 415-915-3950,,293187308#   United States, San FranciscoPhone Conference ID: 293 187 308#[Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=293187308) | [Reset PIN](https://mysettings.lync.com/pstnconferencing) |
| **Written Questions Due via Email:**mona.palacios@acgov.org | **May 12, 2022 by 5:00 p.m. (PST)**  |
| List of Attendees | May 16, 2022  |
| Q&A Issued | May 20, 2022  |
| Addendum Issued [only if necessary to amend RFP] | May 20, 2022 |
| **Response Due**  | **June 1, 2022 by 2:00 p.m. (PST)**  |
| Evaluation Period | June 1 - June 28, 2022  |
| Vendor Interviews (if applicable) | Week of June 20, 2022 |
| Notice of Intent to Award Issued | June 28, 2022 |
| **Board Consideration Award Date** | **July 26, 2022** |
| Contract Start Date | July 1, 2022 |

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

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. HCSA-900822

SPECIFICATIONS, TERMS & CONDITIONS

 for

NON-CONGREGATE SHELTER, HOMEKEY SHELTER AND REHOUSING STRATEGY IMPLEMENTATION

 **TABLE OF CONTENTS**

 **Page**

[CALENDAR OF EVENTS 3](#_Toc102075356)

[I. STATEMENT OF WORK 5](#_Toc102075357)

[A. INTENT 5](#_Toc102075358)

[B. SCOPE and BACKGROUND 5](#_Toc102075359)

[C. BIDDER QUALIFICATIONS 8](#_Toc102075360)

[D. BIDDER MINIMUM QUALIFICATIONS PER CATEGORY 9](#_Toc102075361)

[E. SPECIFIC REQUIREMENTS 10](#_Toc102075362)

[F. DELIVERABLES / REPORTS 21](#_Toc102075363)

[G. NETWORKING / BIDDERS CONFERENCES 23](#_Toc102075364)

[II. COUNTY PROCEDURES, TERMS, AND CONDITIONS 23](#_Toc102075365)

[H. EVALUATION CRITERIA / SELECTION COMMITTEE 23](#_Toc102075366)

[I. CONTRACT EVALUATION AND ASSESSMENT 28](#_Toc102075367)

[J. NOTICE OF INTENT TO AWARD 29](#_Toc102075368)

[K. Bid Protest/Appeals Process 29](#_Toc102075369)

[L. TERM / TERMINATION / RENEWAL 32](#_Toc102075370)

[M. PRICING 33](#_Toc102075371)

[N. AWARD 33](#_Toc102075372)

[O. INVOICING 34](#_Toc102075373)

[P. ACCOUNT MANAGER / SUPPORT STAFF 35](#_Toc102075374)

[III. INSTRUCTIONS TO BIDDERS 36](#_Toc102075375)

[Q. COUNTY CONTACTS 36](#_Toc102075376)

[R. SUBMITTAL OF BIDS 36](#_Toc102075377)

[S. RESPONSE FORMAT 39](#_Toc102075378)

ATTACHMENTS

 EXHIBIT A BID RESPONSE PACKET

 EXHIBIT B BID FORMS

 EXHIBIT C INSURANCE REQUIREMENTS

 EXHIBIT D DEBARMENT AND SUSPENSION CERTIFICATE

 EXHIBIT E FEDERAL PROVISIONS

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe a range of services associated with operating non-congregate emergency shelters established as part of Alameda County’s response to the COVID-19 pandemic to serve the County’s homeless population.

Under this RFP, the County intends to award two or more contracts to one or more qualified bidder(s) with experience in one or more of the following areas: Non-Congregate Shelter, Homekey Shelter, and/or Rehousing Strategy Implementation. For Non-Congregate Shelter operations, the County intends to award 3-month contract(s) for the approximate term of July 1 - September 30, 2022 (with an option to renew or extend up to 12 months); for the Homekey Shelter operations and Rehousing Strategy Implementation services, the County intends to award 12-month contract(s) for the approximate term of July 1, 2022 - June 30, 2023 (with an option to renew or extend up to 12 months) to the Bidder(s). Nursing and caregiver services provided under the Homekey Shelter category may receive **one-time only** funding. This one-time funding is intended for program start-up with the expectation that the services are fully funded through Medi-Cal after one year. The County reserves the right to amend awarded contract(s) to add funds and modify the term, pending availability and applicability of funds, in accordance with the scope of work described in this RFP.

## SCOPE and BACKGROUND

This RFP describes shelter operations and other support services that are activities of Alameda County’s comprehensive coordinated service delivery system for people at risk of or currently experiencing homelessness who are vulnerable to adverse health outcomes due to COVID-19.

**Target Population**

The target population for the services included in this RFP is people who are homeless or at risk of homelessness in Alameda County. The Department of Housing and Urban Development (HUD) [HUD Definition](https://files.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf) (Section 578.3 of Title 24 of the Code of Federal Regulations) of literally homeless will be used for those households prioritized for services and housing, and documentation of homelessness will be required consistent with HUD documentation requirements. The definition of eligible at-risk individuals will be determined in the final stages of the assessment tool development and testing, and documentation requirements will be part of final policies and procedures.

**Category of Services**

The services and categories described below are being requested by the Alameda County Health Care Services Agency (herein referred to as HCSA or the ‘County”):

* + 1. **Non-Congregate Shelter Operations** including shelter management and permanent housing search support;
		2. **Homekey Shelter Operations** including shelter management, property management and enhanced medical support services; and
		3. **Rehousing Strategy Implementation** including housing subsidy management services and landlord support.

**Non-Congregate Shelter Operations**

During the Covid-19 Pandemic, Alameda County participated in the State of California’s [Project Roomkey](https://www.cdss.ca.gov/inforesources/cdss-programs/housing-programs/project-roomkey) (PRK) program to utilize hotels and motels as temporary emergency non-congregate shelter options for people experiencing homelessness. PRK has been a key component of the County’s response to the COVID-19 pandemic by efficiently and effectively providing its residents experiencing homelessness with a safe place to shelter-in-place and isolate/quarantine thereby protecting human life and minimizing strain on health care system capacity.

Alameda County’s PRK program consists of two models that have been operating since March 2020:

1. Isolation/Quarantine (I/Q) for people who are experiencing homelessness and who test positive for COVID-19, have symptoms and signs consistent with a possible COVID-19 infection, or have had verified contact with a person with a known COVID-19 infection.
2. Operation Safer Ground (SG) for people who are experiencing homelessness and at high risk for adverse health outcomes if they are infected with COVID-19. At the height of the pandemic, the County operated 10 hotel sites, with four remaining in operation as of March 2022 and two of those expected to continue operations beyond June 2022. Since March 2020, Alameda County has served over 2,000 people at its SG hotel sites and over 3,300 people at its I/Q sites. Both models include a variety of wrap around services.

These non-congregate shelters are part of a coordinated system to prevent and end homelessness. Prior to the COVID-19 pandemic, the non-congregate emergency shelters were operating as commercial hotel sites. Two of these shelters, known as Homekey sites and more fully described below, are expected to transition to permanent supportive housing in 2023.

**Homekey Shelter Operations**

Alameda County also participates in another State of California program known as [Homekey](https://homekey.hcd.ca.gov/). In late 2020, the state Department of Housing and Community Development (HCD) awarded the County funding to purchase two former PRK hotel sites and convert them into permanent, long-term housing within 36 months of purchase. Under the County’s Homekey program, services provided include shelter management, property management including repairs and maintenance, and enhanced medical support services for medically frail individuals. The selected bidders will be expected to coordinate with the County and its stakeholders on all activities related to transitioning the sites from emergency shelters to permanent supportive housing.

The two Homekey sites are:

* + 1. Homekey Site #1 (formerly known as Comfort Inn)

In November 2020, the County purchased the former Comfort Inn hotel site located at 8452 Edes Avenue, Oakland. This Homekey site has 102 guest rooms in one three-story building along with common areas and/or offices on each floor where services are provided.

* + 1. Homekey Site #2 (formerly known as Days Hotel)

In December 2020, the County purchased the former Days Hotel located at 8350 Edes Avenue, Oakland. This site has 138 guest rooms in one six-story building, and offices and common areas in a second adjacent building that was formerly used for guest registration and a restaurant. Currently the second building houses site management and other service staff. This site has 40 beds set aside for people who need enhanced medical support services to successfully live independently in the community. Initially the County provided start-up funding while capacity was built to bill Medi-Cal under the Home and Community-Based Alternatives (HCBA) and Assisted Living Waivers (ALW).

**Rehousing Strategy Implementation**

Another part of the County’s comprehensive coordinated service delivery system related to its PRK program is the Rehousing Strategy which is designed as a pathway for Safer Ground guests to find permanent housing to ensure that homelessness is non-recurring. More than 1,400 people have been housed from Project Roomkey. Services under this RFP are intended to keep people housed who have exited Project Roomkey into permanent housing and may include others with bridge housing subsidies. Services include:

* + 1. Housing subsidy management services.
		2. Supporting landlords in the conversion form temporary rental subsidies to long-term lease under a sustainable source such as a housing voucher.
		3. Supporting landlords when issues arise that threaten a consumers ability to stay in a unit.

During the COVID-19 pandemic, the County utilized a modified coordinated entry system (CES) process that included risk factors for COVID-19 as the mechanism to identify and refer eligible homeless people into the Project Roomkey and Homekey temporary emergency shelters. Individuals rehoused through the services of the Rehousing Strategy may have been PRK participants. HCSA will maintain oversight of referral mechanisms into the services associated with the RFP.

**FUNDING**

The initial source of funding for services provided under this RFP is federal. Future sources for services provided under this RFP may include other federal, state, local, or private funds. The actual amount of awards will be determined by the development of the service delivery models and financing plans proposed by the Bidder(s) and will be negotiated and finalized by the County, in conjunction with the selected Bidders during the contract negotiation period. Actual award amounts may therefore differ from those originally proposed in bidders’ response(s). Renewal of contracts with the selected Bidders is contingent upon meeting performance measures and contract deliverables, as set forth by the County and subject to periodic review, and upon the availability of funding.

The total amount of the contract(s) awarded for the initial 3-month term for providing the scope of services described in this RFP for **Non-Congregate Shelter services** is anticipated to be approximately $975,000; for **Homekey Shelter services**, the amount for the initial 12-month term to provide the scope of services described including enhanced medical support services is anticipated to be approximately $11.4 million; for **Rehousing Strategy implementation services** the amount for the initial 12-month term to provide the scope of services described is anticipated to be approximately $4 million.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
			1. Bidder and subcontracting partner(s) shall be regularly and continuously engaged in the business of providing services to, or on behalf of, persons experiencing homelessness or vulnerable, high need populations for at least three (3) years.
			2. Bidder and any subcontracting partner(s) must have a capacity and willingness to establish and operate services by July 1, 2022.
			3. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

## BIDDER MINIMUM QUALIFICATIONS PER CATEGORY

To be eligible to participate in this RFP, Bidders must meet the following Bidder Minimum Qualifications for the relevant category(ies):

**CATEGORY ONE – NON-CONGREGATE SHELTER OPERATIONS**

* + 1. Bidder(s) shall have no less than 18 months of shelter operation experience in Alameda County including operation of temporary emergency shelter with a target population of homeless individuals who are at elevated risk of poor health outcomes if infected with COVID-19, including experience with supporting clients in successfully transitioning to permanent housing.

**CATEGORY TWO – HOMEKEY SHELTER OPERATIONS**

* + 1. Bidder(s) shall have no less than 18 months experience providing supportive housing or non-congregate shelter operation in Alameda County to homeless individuals at an elevated risk of poor health outcomes if infected with COVID-19, including at least one year of experience collaborating with public and private partners on development activities related to transitioning a temporary emergency shelter to a permanent supportive housing use.
		2. Bidder(s) shall have at least 18 months experience directly providing medical support services or collaborating with a medical service provider to provide medical support services to homeless individuals in a temporary emergency COVID-19 shelter environment.
		3. The selected Contractor(s) will be required to bill under Medi-Cal’s Home and Community-Based Alternatives (HCBA) and/or Assisted Living Waivers to support the provision of enhanced medical support services. Contractor can meet this obligation directly or through a subcontractor relationship.

**CATEGORY THREE – REHOUSING STRATEGY IMPLEMENTATION**

* + 1. Bidder shall have at least three years of experience administering rental subsidies.
		2. Bidder shall have at least three years of experience providing services to landlords in Alameda County.
		3. Bidder shall have demonstrated experience working with Emergency Housing Vouchers (EHV) and the four Alameda County Public Housing Authorities that have EHV allocations (Housing Authority of Alameda County, Oakland Housing Authority, Alameda Housing Authority, and Berkeley Housing Authority).
		4. Bidder shall have an annual operating budget or other revenue source to support large monthly rental subsidy payments while County invoices are being processed.

## SPECIFIC REQUIREMENTS

* + 1. Contractors shall ensure that guests meet eligibility criteria for the non-congregate emergency shelter and Homekey programs and document verification of eligibility in the County Homeless Management Information System (HMIS).
		2. Eligible guests will be matched to the Non-Congregate Shelter and Homekey programs through Alameda County’s Coordinated Entry System (CES) and must meet the eligibility and documentation criteria listed below:
			1. Completed CES workflow in HMIS
			2. Verification of literal homelessness (dated within 30 days of application)
			3. Verification of income (maximum eligible income 30% AMI)
			4. Verification of disability (dated within 12 months if application)
			5. Able to live in the community (non-licensed facility) with existing or planned and established supports.
		3. Contractor(s) will be required to have access to and utilize Alameda County’s HMIS.
		4. **Non-Congregate Shelter Operations**
			1. Non-Congregate Shelter Operations services are provided to County residents experiencing homelessness with the primary purpose of achieving residential stability, improved behavioral and physical health status, prevention of COVID-19 infection, and all necessary preparation for movement into a longer-term housing setting including, but not limited to, the following:
				1. Orient guests to the site and program.
				2. Client-centered case management services to all guests.
				3. Prompt response to requests for services by guests.
				4. Maintain emergency contacts for guests.
				5. Maintain guest incident report log.
				6. Respond to crises using de-escalation techniques.
				7. Service coordination for guests in collaboration with community-based case managers and County medical staff as applicable.
				8. Coordinate with County health staff to ensure appropriate health screenings and linkage to guest’s primary care provider.
				9. Refer guests to mental health and substance use treatment services as applicable, including through use of available telehealth options.
				10. Provide three meals, including one hot meal, per day per guest and plus availability of snacks throughout the day.
				11. Oversee and coordinate guest transportation services as needed.
				12. Discuss issues and resource support needs with all stakeholders providing support at the site and convene meetings when necessary.
				13. Enter data into the County HMIS systems.
				14. Maintain contact list of all relevant stakeholder staff and distribute list as appropriate.
				15. Monitor site by regularly walking throughout the premises.
		5. **Homekey Shelter Operations**
			1. Homekey Shelter Operations shall include execution of a lease agreement with the County, provision of the Non-Congregate Shelter services enumerated above in Section E.4.a, general property management, security, repair and maintenance, and enhanced medical support services.
			2. Contractor shall ensure that the following day-to-day property management services are provided. These functions include but are not limited to:
				1. Ensure guest satisfaction and safety.
				2. 24/7 (24 hours a day, seven days a week) staffing of front desk and security services.
				3. Housekeeping services and facility maintenance.
				4. Food delivery and distribution for guests and on-site staff as appropriate.
				5. Supervision and training of all on-site property management staff including, janitorial, maintenance, food service, security, and all other staff responsible for the safe operation of the site.
				6. Performance of all necessary administrative and financial functions and accurate record keeping.
				7. Payment of all charges from third party vendors and utility companies, including but not limited to water, sewer, telephone, gas, electricity, cable tv, and internet services.
				8. Designation of a full-time property manager responsible for overseeing all operational and maintenance functions at the site. This person will serve as the primary contact for communication with County regarding all matters relating to the operation of the Premises.
				9. Enter data into the County HMIS systems.
				10. Provision of guest supplies and equipment as needed.
				11. Maintain contact list of all relevant stakeholder staff and distribute list as appropriate.
				12. Monitor Premises by regularly walking throughout the Premises.
				13. Work with County to ensure all Contractor, transportation, security, and County employees, volunteers, and contractors who provide services at the Premises receive training on appropriate personal protective equipment (PPE) usage and preservation techniques and ensure appropriate access to PPE.
				14. Work with County to ensure all cleaning staff know and implement proper infection prevention procedures.
				15. Work with County to ensure all food service staff know and implement proper infection prevention procedures.
				16. Arrange for storage of guest belongings that cannot be stored with guest in his, her or their room.
				17. Ensure housekeeping and maintenance duties are carried out to ensure timely turnover of rooms.
				18. Maintenance of a secure Wi-Fi system.
				19. Provide access to business center, including printer, copier and scanner.
			3. Contractor shall ensure that security services include but are not limited to:
				1. Provide security services seven (7) days per week, 24 hours per day at the Premises.
				2. Perform security services in a safe, responsible, courteous, and prudent manner in accordance with all State and local laws and regulations.
				3. Monitor the entry and exit of personnel at the Premises.
				4. Escort cleaning and other staff on Premises as needed.
				5. Require guests to exit occupied space to allow maintenance/ cleaning staff to perform their duties.
				6. Inspect facilities to ensure doors, windows, and roofs are secure.
				7. Protect County property and deter theft or criminal behavior by serving as a physical presence or visual deterrent while making security checks throughout the premises.
				8. Document and report unusual conditions to the proper personnel, including law enforcement; maintain security logs; write reports; and notify the appropriate County personnel.
				9. Maintain high visibility, answer routine questions for directions, and handle minor problems.
				10. Observe and immediately report urgent and suspicious situations to the appropriate personnel, and/or emergency services via telephone, radio, or any other appropriate means.
				11. Immediately contact local law enforcement or emergency personnel by calling 911 (including 9-911 if required by the telephones at the Premises) in the following cases: Assault, burglary, robbery, vandalism, or any suspicious activities; seriously injured or illness (e.g., heart attack, stroke, or seizure); fire or smoke; any other conditions as identified by the County.
				12. Contractor and assigned personnel will cooperate with the County, local law enforcement, and investigatory agencies in the event of any major conflict or disturbance. Any incident which results in Contractor’s personnel contacting emergency services, including but not limited to, police, fire or medical, Contractor shall, no later than the next business day, contact the County’s identified designee. Within three (3) business days after the incident, Contractor shall provide the County with a written summary of the incident.
				13. Prepare incident reports. Incident reports shall include, but are not limited to, the following items:

Identify any exterior doors not properly secured. If the situation is of a suspicious or unusual nature, the appropriate local law enforcement agency shall be notified immediately.

Identify any exterior doors with defective hardware which might affect building security.

Report any incidents affecting the safety or security of the building or guests.

Report any defective exterior lights.

Note any areas where staff is working after-hours.

Report unusual circumstances, suspicious persons and any other problems encountered to the appropriate law enforcement agency.

Report electrical outages, broken pipes, smashed windows, etc. to designated personnel by the County in order to make repairs immediately.

Report any accidents or injuries.

Any other reporting requirements as identified by the County.

* + - 1. Contractor will ensure that the following day-to-day repairs and maintenance activities are completed in a timely and professional manner and in accordance with any applicable health, safety, or building code, law or regulations:
				1. Repair and maintenance of appliances located within the Premises’ building (including the individual guest rooms therewithin) including but not limited to dishwasher, microwave, stove/oven, washer/dryer, refrigerator, and garbage disposals.
				2. Routine plumbing issues including but are not limited to leaky faucets, shower heads toilets, clogged drains or toilets.
				3. Any necessary repairs to flooring that result from damage or excessive wear. Examples include, but are not limited to, moisture damage caused by spills or mobility vehicles tracking water out of bathroom areas; large dents, significant chips or cracks caused by dropped items beyond ordinary wear and tear.
				4. Routine electrical services, including but not limited to replacing light bulbs and batteries.
				5. Routine janitorial services of all common areas and guests’ rooms as necessary.
				6. Window cleaning.
				7. Trash removal.
				8. Repair or replacement of any item due to breakage or excess wear and tear.
				9. Cleaning and sealing of tiled surfaces.
				10. Cleaning or replacement of range hood filters.
				11. Resealing bathtubs and toilets.
				12. Pest control.
				13. Maintenance of landscaped areas, including maintenance of sprinklers system.
				14. Painting as necessary to maintain the premises in a neat, clean and orderly condition.
				15. Laundry services as needed, including maintenance and repairs of laundry equipment at the premises.
				16. Regular testing of back-up power generators (where applicable).
				17. Preventative maintenance including but not limited to the HVAC system and elevator.
				18. Fire extinguishers maintenance, repair, and replacement.
				19. Any maintenance and repairs done by Contractor must not exceed $60,000.

For any substantial repair work exceeding $60,000, the County shall be obligated by the Public Contract Code to self-perform the work.

* + - 1. Enhanced medical support services include provision of consistent nursing and caregiver services for an estimated 75-95 beds set-aside for medically frail individuals residing at Homekey sites. To qualify for placement in one of these beds, an individual must:
				1. frequently utilize healthcare services (e.g., emergency department or inpatient); and
				2. have significant functional limitations; and
				3. have a complex chronic illness.
			2. Contractor must coordinate nursing and caregiver services. Enhanced medical support services are available for guests with more complex physical health conditions who are at risk for institutionalization, but still appropriate for community housing placements.  Referrals for these beds must:
				1. Come through coordinated entry; and
				2. Meet medical criteria detailed above.
			3. Enhanced medical support services shall include, but are not limited to:
				1. Wound Care
				2. Home health services as ordered
				3. Medication management
				4. Medication administration
				5. Coordination with outpatient pharmacies
				6. Medication reconciliation
				7. Linkage to medical care and services
				8. Wellness checks
				9. Assess and triage guests with acute medical conditions follow up as needed with guest’s medical care team and/or 911 intervention.
				10. Establish connection with primary care.
				11. Coordinate care and services with guest’s medical care teams.
				12. Provide nursing and caregiver services at minimum seven days a week, 9 am-5 pm.
				13. Obtain durable medical equipment as indicated.
				14. Assess guests for supplemental services Home and Community-Based Alternatives (HCBA), Programs of All-Inclusive Care for the Elderly (PACE), Assisted Living Waiver (ALW).
				15. Adhere to specified County reporting practices, including but not limited to use of County data platforms (e.g., Salesforce, Community Health Record) to share all health information with HCSA.
				16. Participate in on-going planning and coordination meetings with County as requested.
			4. During the PRK wind down period (expected to be completed by 9/30/22), enhanced clinical services may also include oversight of nursing and caregiver services at up to two hotel sites. Direct nursing and caregiver services at the PRK sites are provided by other vendors under separate contracts. Core PRK oversight services include, but are not limited to:
				1. Support, train, evaluate, and discipline registered nurses (RN), medical assistants (MA), certified nursing assistants (CNA) and professional, para- professional, nursing students and interns (collectively, the “nurses”) to ensure consistency of clinical care.
				2. Maintain overall program protocols and policies for on-site nursing and caregiver services and address any concerns raised by the nurses as they arise.
				3. Ensure and implement orientation processes to support the arrival of new nurses.
				4. Collaborate with hotel staff, referral entities, and housing agencies to solve situations that compromise the ability of guests to complete their period of isolation or quarantine and support guest compliance with rules and responsibilities. Provide guidance to nurses in navigating guest- specific situations.
				5. Establish and maintain the organizational structure of clinical service delivery to maximize utilization of personnel and supplies.
				6. Participate in the establishment and implementation of program goals, objectives, standards of care, and performance measures, and monitor and promote their achievement.
				7. Participate in the determination and implementation of guest care, documentation standards, quality assurance program criteria, and monitor the documentation of their achievement and compliance. Direct and provide guest education and informational materials to drive behavior change and improve health.
				8. Identify data information needs and work closely with information systems to facilitate the collection of data.
				9. The clinical service team will support the housing providers in overseeing In-Home Support Services (IHSS) enrollment and care team management. Oversight of clinical services does not include direct management of IHSS services.
		1. **Rehousing Strategy Implementation**
			1. The County expects to award one (1) contract to provide these services countywide.
			2. This set of services and functions is designed to secure new units in the private housing market for current and former PRK participants and maintain housing for people previously housed through the Project Roomkey Housing Transitions (PRHT) or other programs.
			3. The selected Bidder in this category shall take over management of PRHT rental subsidies on existing units (estimated 375) with current tenants, in addition to acquiring and managing rental subsidies for new units.
			4. Landlord Engagement and Recruitment
				1. Bidders will be expected to engage and recruit landlords to provide new units for the programs and clients covered by this RFP. These activities include, but are not limited to:

Outreach to landlords and their representatives through a variety of means: one-on-one outreach, attending property owner association meetings, holding special events, etc.

Informing potential landlords about programs and benefits of working with programs included under this RFP and in the coordinated system of care to prevent and end homelessness.

Working with Housing Navigators to identify units for specific clients, especially those with specialized housing needs.

* + - * 1. Landlord Support and Maintenance

Contractors must be able to continue to work with landlords and property managers to retain units that were brought into the system under the PRHT program and be responsive to their needs in real time.

Landlords are more likely to want to work with an organization that has a high-level of customer service and responsiveness (for example, a 24/7 hotline). Other support activities include but are not limited to:

Maintaining newly recruited landlords’ participation through regular contact, incentives and appreciation events.

Developing relationships with landlords for eligible clients who are currently housed and facing potential loss of their unit, in order to prevent eviction and loss of units from the program.

Coordinating with service providers who are supporting clients in permanent supportive housing, including assistance mediating conflicts between landlords and tenants.

* + - * 1. Interface with Public Agency- Managed Subsidy Program

A significant number of the people housed through the PRHT program are eligible for, applied for, and/or received a federal housing voucher. For these units, the bidder is expected to serve as a liaison to the public housing agency on behalf of housed and potentially housed clients and on behalf of landlords as needed to secure and/or retain such units for program participants.

This role may include helping landlords to navigate required paperwork and other requirements, advocating with public housing agencies to ensure inspections, rent calculations and other steps are carried out to ensure speedy move in, or to otherwise troubleshoot and act as a support to landlords and their tenants.

* + - * 1. Manage/ Administer Subsidies for PRHT Program

Contractor will act as the administering agent for the rental assistance for people housed through the PRHT program who have not yet converted to a permanent subsidy source. In addition to the housing search and support duties described above, this work may include:

Documentation of eligibility, and verification of household size and income.

Conducting initial and annual Housing Quality Standards (HQS) inspections.

Determining and documenting rent reasonableness.

Determining and adjusting tenant and subsidy portions of rent.

Entering into payment agreements with landlords.

Disbursing monthly rent checks to landlords in a timely fashion.

## DELIVERABLES / REPORTS

* + 1. All Contractors shall comply with any reporting and evaluation standards and agreements as set forth by the County. In addition, methodology for reporting performance standards will also include a Results-Based Accountability (RBA)[[1]](#footnote-1) model. If required, County will provide technical training and support to the contractor.
		2. All Contractors shall generate and maintain retrievable program records, records relating to each client that receives services under this RFP, and data collection/tracking systems as directed by the County. Contractor shall ensure appropriate safeguards are implemented to secure clients’ protected health information at all times.
		3. All Contractors shall maintain data systems to ensure that accurate client and service information is managed appropriately and that clients’ protected health information is kept secure at all times. Contractors shall generate and maintain complete client files in a secure location that are accessible to authorized staff and the County upon request. They will generate and maintain electronic files such as HMIS, or other systems as directed by the County, and in compliance with federal and state confidentiality laws.
		4. All Contractors shall complete and submit monthly, quarterly, and/or other reports with the required supporting documentation as requested by the County and/or its partners. Reports shall include aggregate reporting/data elements required by HCSA, and shall be completed and submitted in the manner directed by the County.
		5. The **Non-Congregater Shelter** category deliverables may include the following:

|  |  |
| --- | --- |
| **PROGRAM DELIVERABLE** | **PERFORMANCE MEASURE** |
| Provide shelter management services to guests | Number of unduplicated households and individuals served in hotel (point in time and cumulative) |
| Timely and accurate entry of data into HMIS system | At least 80% of HMIS program entry and exit data will be entered within three days of entry into the program |
| Document guest reported income information at entry, update, and exit assessments | At least 80% of HMIS program entry and exit data will include reported income information |

* + 1. The **Homekey Shelter** category deliverables may include the following:

| **PROGRAM DELIVERABLE** | **PERFORMANCE MEASURE** |
| --- | --- |
| Provide shelter or housing services to guests | Number of unduplicated households and individuals served in hotel (point in time and cumulative) |
| Timely and accurate entry of data into HMIS system | At least 80% of HMIS program entry and exit data will be entered within three days of entry into the program |
| Timely enrollment of eligible guests into HCBA or ALW programs.  | At least 90% of eligible individuals will be enrolled in HCBA or ALW programs.  |
| Document guest reported income information at entry, update, and exit assessments | At least 80% of HMIS program entry and exit data will include reported income information |
| Connect clients with a medical home | 90% of clients will be established with a medical home |
| Avoid ambulatory-sensitive emergency room (ER) visits | <10% of ER visits that occur while client is housed at shelter site will meet ambulatory-sensitive criteria |
| Improve management of specified chronic disease states* Vaccination program
 | Vaccination program:* 95% of clients are assessed for vaccination status
* 90% of clients are offered all CDC recommended vaccinations
 |
| Provide transitional case management (TCM) following inpatient and ER visits | TCM provided for >80% of emergency room/inpatient visits/month. TCM to include (at minimum):* Medication review (confirm that new med orders have been effectuated)
* Post-visit follow-up appointments (PCP, specialist) have been scheduled as ordered
 |

* + 1. Examples of reporting/data elements for the Rehousing Strategy Implementation category may include number of new units secured; number of current units maintained; number of landlords secured; number of units retained for clients at risk, reduce tenant exits by formal evictions and/or exits to unsheltered situations, number of clients successfully converted onto permanent subsidies, etc.

## NETWORKING / BIDDERS CONFERENCES

* + 1. 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 the County with an opportunity to receive feedback regarding the project and RFP.
		2. The list of Bidders Conference attendees will be released in a separate document.
		3. Questions 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.
		4. 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 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 the areas of health and housing services for persons experiencing homelessness or a housing crisis. The CSC will score and recommend a Contractor or a pool of Contractors 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 HCSA only. Bidder(s) shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder(s) 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. Bidder(s) 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.

Bidder(s) 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 a contract to the responsible Bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the Bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The 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 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 550 points.

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of Bidders that will continue to the final stage of oral interview and reference checks.  The preliminary scoring will be based on the total points, excluding points allocated to references and oral interview.

If the two-stage approach is used, the three Bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral interview.  Only the Bidders meeting the short list criteria will proceed to the next stage.  All other Bidders will be deemed eliminated from the process.  All Bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to Bidders.

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 the unmet specification is a mandatory requirement, this score may 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. |

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. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.  | Pass/Fail |
|  | **Debarment and Suspension:**Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at [www.sam.gov/SAM/](https://www.sam.gov/SAM/). | Pass/Fail |
|  | **References (See Exhibit A – Bid Response Packet)**  | Pass/Fail |
|  | **Cost:**The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each Bidder’s total proposed cost.While not reflected in the Cost evaluation points, an evaluation may also be made of:1. **Reasonableness** (i.e., does the proposed pricing accurately reflect the Bidder’s effort to meet requirements and objectives?);
2. **Realism** (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?); and

 Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. | 15 Points |
|  | **Description of Proposed Services:** An evaluation will be made of the quality of proposed services. Bidder will also be evaluated on the proposed implementation plan and schedule that will meet County requirements and specifications as outlined in the RFP, including a start date of July 1, 2022 for services. ALL BIDDERS1. Has the bidder demonstrated ability to coordinate with identified partners (including any subcontractors, and other service providers)?
2. Has the bidder demonstrated understanding of the target population and proposed culturally and linguistically appropriate services (CLAS) standards?

**Non-Congregate Shelter Category**1. Does bidder demonstrate experience providing temporary emergency shelter for homeless people at risk of poor health outcomes due to COVID-19?
2. Does bidder demonstrate experience transitioning people from emergency shelter to permanent housing?

**Homekey Shelter Category**1. Does bidder demonstrate experience providing temporary emergency shelter for homeless people at risk of poor health outcomes due to COVID-19?
2. Does bidder demonstrate experience with property management of housing sites and/or emergency shelters?
3. Does bidder demonstrate experience collaborating with stakeholders and partners to transition a site from emergency shelter to permanent supportive housing?
4. Does bidder demonstrate experience with HCBA or ALW Medi-Cal waiver administration and billing capacity
5. Does bidder demonstrate ability to sustain nursing and caregiver services after one year of start-up funding?

**Rehousing Implementation Strategy Category**1. Does bidder demonstrate knowledge of the Alameda County property management landscape?
2. Does bidder have clear plan to transition consumers from short-term to long-term subsidies
 |  30 Points |
|  | **Relevant Experience:**Proposals will be evaluated against the RFP specifications and the questions below:1. What is the bidder’s experience in providing the functions outlined in this RFP?
2. Do the individuals assigned to the project have experience on similar projects?
3. Does Bidder have a history of strong performance data from similar projects?
4. Does Bidder have experience with serving homeless or formerly homeless individuals at high risk for COVID 19 complications.
 | 25 Points |
|  | **Understanding of the Project:**Proposals will be evaluated against the RFP specifications and the questions below:1. Has Bidder demonstrated a thorough understanding of the purpose and scope of the project?
2. Has Bidder demonstrated that it understands the deliverables the County expects it to provide?
3. Has Bidder demonstrated that it understands the County’s time schedule and can meet it?
4. Does Bidder have a sustainable plan for serving medically frail individuals (category 2 only)

Has Bidder included a thoughtful approach to being responsive to landlords? (category 3 only) |  10 Points |
|  | **Deliverables & Reports:** 1. How thorough, thoughtful and relevant is Bidder’s plan to collect data to monitor the progress of the proposed services?
 | 10 Points |
|  | **Overall Proposal and/or Oral Interview:**Should oral interview take place, the oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. The scoring may be revised based on the oral interview. | 10 Points |

## CONTRACT EVALUATION AND ASSESSMENT

During the initial 60 day period of any contract which may be awarded to the 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. The 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 that the contract is being terminated.  The contractor shall be responsible for returning County facilities to their original state at no charge to the County.  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 HCSA. 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

HCSA 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 recommendation 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 James Nguyen, HCSA Administrative Officer, 1000 San Leandro Blvd., Suite 300, San Leandro, CA 94577, Email: James.Nguyen@acgov.org **before 5:00 p.m. of the FIFTH (5th) 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 the written protest, HCSA Director, or designee will review and evaluate the protest and issue a written decision. The HCSA Director may, at their 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 (10) business days prior to the Board hearing or HCSA award date.

The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Bidder whether or not the recommendation to the Board of Supervisors or HCSA 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.

* + 1. The decision of the HCSA Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 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 Bidders affected by the HCSA Director’s decision on the protest, and the protestor have the right to appeal if not satisfied with the HCSA Director’s decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the HCSA 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 (5th) business day following the date of issuance of the decision by the HCSA Director shall not be considered under any circumstances by the HCSA Director 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.
			3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the HCSA 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 HCSA Director or department designee, and will determine whether to uphold or overturn the protest decision.
			4. The Auditor’s Office may overturn the results of a bid process for ethical violations by HCSA 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.
			5. 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 Bidders affected by the decision.
		2. 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 or GSA.
		3. 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 vary depending on the award category. Contracts awarded under the Non-Congregate Shelter category will be for an initial period of three (3) months with the option to renew or extend up to an additional fifty seven (57) months. Contracts awarded under the Homekey Shelter category and the Rehousing Strategy Implementation category will be 12 months with an option to renew or extend up to an additional forty eight (48) months.
		2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked Bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
		3. 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.
		4. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for up to an additional fifty seven months (57) (for the Non-Congregate Shelter category), and up to an additional forty eight (48) months (for the Homekey Shelter category and the Rehousing Strategy Implementation category) at agreed prices with all other terms and conditions remaining the same.

## 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. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
		3. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
		4. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
		5. Price quotes shall include any and all payment incentives available to the County.
		6. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
		7. 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 RFP section titled “Evaluation Criteria/Selection Committee.”
		2. The committee will recommend award to the Bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Bidder with the lowest price.
		3. For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 624229, 925110, 813212, 923120, 621610.
		4. **Federal Contract Provisions:** Funds used for payment of contract(s) awarded from this procurement may be from, or subject to reimbursement, by state and/or federal funds. Some of these funding sources require additional contractual obligations and bidder must agree to federal contracting terms and conditions, that supplement the County’s Standard Services Agreement, Contract General Terms and Conditions which are attached as hereto as Exhibit E**~~,~~ Federal Contract Provisions.** The successful bidder must meet federal requirements and agree to the terms including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.
		5. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for 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.
		6. Any proposal/bids that contain false or misleading information may be disqualified by the County.
		7. The County reserves the right to award to a single or multiple Contractors.
		8. The County has the right to decline to award this contract or any part thereof for any reason.
		9. Board approval to award a contract is required.
		10. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
		11. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

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

The template contains minimal Agreement boilerplate language only.

* + 1. The 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.

## 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 County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted 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 POs.
		8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder’s response to this RFP and any contract which may arise pursuant to this RFP.
		2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products and/or services offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
		3. Contractor account manager shall be familiar with County requirements and standards and work with HCSA to ensure that established standards are adhered to.
		4. Contractor account manager shall keep the County assigned staff informed of requests from departments as required.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

HCSA is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through HCSA 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.

All questions regarding the specifications, terms and conditions are to be submitted in writing, preferably via e-mail by May 12, 2022, 5 p.m. (PST) to:

Mona Palacios

Alameda County, Health Care Services Agency

1000 San Leandro Blvd, Suite 300, San Leandro, CA 94577

E-Mail: mona.palacios@acgov.org

Phone: (510) 520-8200

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 Health Care Services Agency of Alameda County 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 Procurement department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

1. Bids are to be addressed and delivered as follows:

**Alameda County, Health Care Services Agency**

**RFP No. HCSA-900822**

**Attn: Mona Palacios**

**1000 San Leandro Blvd, Suite 300**

**San Leandro, CA 94577**

**Bidder's name, return address, and the RFP number and title must also appear on the mailing package.**

**\*PLEASE NOTE that on the bid due date, a bid reception desk will be open between 9:00 a.m. – 2:00 p.m. and will be located on the third floor at 1000 San Leandro Blvd., Suite 300.**

1. Bidders are to submit one original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus three copies of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY.” All submittals should be printed on plan 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 and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred) and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

All signatures must be present in the electronic bid response (e.g., Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).

1. 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. No email (electronic) or facsimile bids will be considered.
3. All costs required for the preparation and submission of a bid shall be borne by Bidder.
4. 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.
5. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a 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.
6. Each bid received will be entered into a log identifying each bidder. This record will be available to the public upon request.
7. 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.
8. 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.
9. 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.
10. 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.

**EXHIBIT** **A**

**BID RESPONSE PACKET**

**RFP No. HCSA-900822**

**NON-CONGREGATE SHELTER, HOMEKEY SHELTER AND REHOUSING STRATEGY IMPLEMENTATION**

To: The County of Alameda

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Official Name of Bidder)

##### AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS THREE COPIES AND ONE ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)

* + **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 EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
	+ **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
	+ **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
	+ **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.**
	+ **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
	+ **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – 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**

### BID RESPONSE PACKET

 RFP No. HCSA-900822

#### Non-Congregate Shelter, Homekey Shelter and Rehousing Strategy Implementation

#### BIDDER INFORMATION

Official Name of Bidder:

Street Address Line 1:

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:

Participation in Federal Contracting Programs (check all that apply; proof of certification required in bid response):

 [ ]  Certified 8(a) Small Business[[2]](#footnote-2) [ ]  Certified Women-Owned Small Business[[3]](#footnote-3)

 [ ]  N/A [ ]  Other:

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

**Service Categories included in the bid response (check all that apply):**

**[ ]  Non-congregate shelter [ ]  Homekey Shelter  [ ]  Rehousing Strategy Implementation**

Primary Contact Information:

Name / Title:

Telephone Number:  Alternate Number:

E-mail Address:

#### BIDDER ACCEPTANCE

1. The undersigned declares and agrees that the Bid Documents, including, without limitation, 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. HCSA-900822–Non-Congregate Shelter, Homekey Shelter and Rehousing Strategy Implementation.
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 acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
* [**Debarment & Suspension Policy**](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/>]

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

[<http://acgov.org/auditor/sleb/sourceprogram.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 and associated Bid Documents.
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.
4. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. 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 the RFP

**SIGNATURE:** ✍

Name/Title of Authorized Signer:

Dated this  day of  20

#### TABLE OF CONTENTS

**Instructions**: Bidder shall remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.

#### LETTER OF TRANSMITTAL

**Instructions**: Bidder shall remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Bidder’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

**Maximum Length**: 2 pages

#### BUDGET FORM

Cost can be submitted using the budget format below. Alterations and changes are permitted but must clearly show all line item costs. This quote should state all costs associated with service provision over up to a 3-month contract period for Non-congregate Shelter bidders and/or up to a 12-month contract period for Homekey Shelter and Rehousing Strategy Implementation bidders. Final pricing will be subject to further negotiation and based on agreed scope of services.

|  |  |
| --- | --- |
| **PROGRAM Service Description** | **PROPOSED BUDGET AMOUNT** |
| 1. **NON-CONGREGATE SHELTER BIDDERS ONLY:**
 | **3 MONTH BUDGET**  |
| **Personnel** *(include lines for all positions included in the service delivery model)* |  |
|  |  |
| Subtotal Salaries |  |
| Staff Benefits @ ( )% |  |
| **Subtotal Personnel** |  |
| **Subcontracts** |  |
|  |  |
| **Subtotal Subcontracts** |  |
| **Operating Costs** *(examples include staff travel; ongoing facility expenses; office supplies; and all other operating costs associated with the required functions.)* |  |
|  |  |
|  |  |
| **Subtotal Operating Costs** |  |
|  |  |
| 1. **HOMEKEY SHELTER BIDDERS ONLY:**
 | **12 MONTH BUDGET**  |
| **Personnel** *(include lines for all positions included in the service delivery model)* |  |
|  |  |
| Subtotal Salaries |  |
| Staff Benefits @ ( )% |  |
| **Subtotal Personnel** |  |
| **Subcontracts** |  |
|  |  |
| **Subtotal Subcontracts** |  |
| **Operating Costs** *(examples include staff travel; ongoing facility expenses; office supplies; and all other operating costs associated with the required functions.)* |  |
|  |  |
|  |  |
| **One-time start up costs for enhanced medical support services** |  |
| **Subtotal One-time Costs** |  |
|  |  |
| **Subtotal Operating Costs** |  |
|  |  |
| 1. **REHOUSING STRATEGY IMPLEMENTATION BIDDERS ONLY:**
 | **12 MONTH BUDGET** |
| **Personnel** *(include lines for all positions included in the service delivery model)* |  |
|  |  |
| Subtotal Salaries |  |
| Staff Benefits @ ( )% |  |
| **Subtotal Personnel** |  |
| **New Unit Acquisition** |  |
| Maintenance of Units w/ Subsidy Management |  |
| Maintenance of Units w/out Subsidy Management |  |
| **Subtotal Unit Fees** |  |
|  |  |
| **Operating Costs** *(examples include staff travel; ongoing facility expenses; office supplies; and all other operating costs associated with the required functions.)* |  |
|  |  |
|  |  |
| **Subtotal Operating Costs** |  |
|  |  |
| **Total Direct Costs:** |  |
|  |  |
| **Indirect Costs @ \_\_\_ %** (not to exceed 15% of total budget) |  |
| **Total Proposed Cost** |  |
| **ALAMEDA COUNTY REVENUE****TOTAL AMOUNT NOT TO EXCEED** |  |

#### BUDGET DETAIL AND NARRATIVE

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Budget Detail**.

The *Budget Detail* shall provide a breakdown of the cost(s) listed in the *BUDGET*/*BID FORM*. Bidders may use a budget template of their own choice; however, all costs attributed to the project that will paid for under the awarded contract MUST be listed and described in the *Budget Detail*.

At minimum, the Bidder must detail:

1. The work to be performed and all associated costs.
2. If coordination with County personnel is needed, it should also be delineated in the Budget Detail.
3. The work to be performed should clearly match up with work performed in the Description of Proposed Services.
4. The positions of all individuals that will perform the services;
5. Names of Key Personnel may be listed whenever appropriate
6. The estimated number of hours for each individual, corresponding hourly rates per individual and extended costs.
7. **Budget narratives should include a description of all expenses included in the proposed budget**

**Maximum** **Length**: 3-5 pages

#### DESCRIPTION OF PROPOSED SERVICES

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Description of Proposed Services**.

The *Description of Proposed Service* shall describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in **Section E (Requirements)** and **Section F (Deliverables/Reports)**. Please separate the description of Proposed Services per Category.

CATEGORY ONE – NON-CONGREGATE SHELTER OPERATIONS

CATEGORY TWO – HOMEKEY SHELTER OPERATIONS A

CATEGORY THREE – REHOUSING STRATEGY IMPLEMENTATION

At minimum, the Bidder must include the following details:

1. Describe the program’s desired overall goals, anticipated outcomes, measurable objectives, and key tasks including the key personnel responsible for achieving them.
2. Detail existing data collection infrastructure and demonstrate ability to interface with County’s database(s) and/or provide reporting data to the County for maximum efficiency.
3. The description must also: (1) specify how the services in the bid response will meet or exceed the requirements of the County outlined in the Scope section above for each eligible activity; and (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County, including areas of system improvements or efficiencies anticipated to be accomplished.
4. Bid response shall include a detailed description of the proposed services to be funded by this proposal, how the proposed services will be coordinated with any subcontractors, and other service providers as applicable, and the proposed staffing model for delivering these services. Bid response shall also describe Bidder’s understanding of the target population including challenges to engagement in services; risk factors that often result in unstable living situations; and cultural needs that interplay with services (Bidders should reference the Culturally and Linguistically Appropriate Services (CLAS) standards for more information [HERE](https://thinkculturalhealth.hhs.gov/assets/pdfs/EnhancedNationalCLASStandards.pdf).
5. Bidder response shall clearly describe data collection and monitoring plan to inform quality improvement processes for the proposed services. Bidder response shall also include plan for obtaining feedback from landlords, clients, and service providers (e.g. a quarterly survey), as applicable to the services proposed, and processes for incorporating that feedback into the delivery of services ongoing.
6. Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP. (Please note any requests for exceptions or clarifications MUST be identified on Exceptions and Clarification form below and the County is under no obligation to accept any exceptions or clarifications and any such exceptions and clarifications may be a basis for bid disqualification.)

**Maximum** **Length**: none

**TABLE OF KEY PERSONNEL**

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Table of Key Personnel**. The table shall include all key personnel associated with the RFP.

This table must include all key personnel who will provide services to the County, including collaborating partners. The table must include the following information for each key person:

1. The person’s relationship with Bidder, including job title and years of employment with Bidder;
2. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address;
3. The role that the person will play in connection with the RFP;
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

If a Bidder collaborates with any other partners or subcontractors, Bidder shall identify subcontractors, subcontractor qualifications, and how they plan to work together. Bidder(s) shall identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

In addition to the table, Bidders must submit a complete résumé or curriculum vitae for each key personnel listed in the table that includes educational background, relevant experience on similar projects, certifications, and merits.

**Maximum** **Length**: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.

#### DESCRIPTION OF RELEVANT EXPERIENCE

**Instructions**: Bidder shall describe any previous experience providing services to the target population as specified in Section B. (Scope and Background). Bidder should highlight evidence of successful housing outcomes (including success in quickly getting people housed) through previous services provided and discuss data collection and reporting processes used to demonstrate outcomes. Bidder shall include a summary of any performance data showing improved housing outcomes relevant to the project if available. Bidder shall also include descriptions of key staff involved in previous projects that would be assigned to this project.

**Bidders of Non-Congregate Shelter Operations Services shall further describe the following (3-4 pages of total page count below):**

Experience providing safe, decent temporary emergency shelter for people at risk of or currently experiencing homelessness who are vulnerable to adverse health outcomes due to COVID-19. Include number of projects/beds; project dates; your agency’s role; target population; and number of people sheltered.

Experience transitioning people out of the emergency shelter environment to permanent housing. Include number of people successfully housed, strategies for successful client engagement, and methods for responding and resolving issues that arise.

Experience collaborating with community-based service providers who provide ongoing support to clients experiencing homelessness. Include type of relationship (contract, written agreement, informal, etc.), roles and responsibilities of each entity, and process for resolving issues that arise.

**Bidders of Homekey Shelter Operations Services shall further describe the following (3-4 pages of total page count below):**

Experience providing safe, decent temporary emergency shelter for people at risk of or currently experiencing homelessness who are vulnerable to adverse health outcomes due to COVID-19. Include number of projects/beds; project dates; your agency’s role; target population; and number of people sheltered.

Experience with property management of housing sites and/or emergency shelter sites. In addition to general management duties, include methods for responding to maintenance and repair needs, and steps taken to keep a site safe and secure including the roles and responsibilities of any subcontractors and the process for resolving issues arise.

Experience providing onsite medical support services either directly or via subcontract to medically frail individuals experiencing homelessness. Include experience with assessing clients for HCBA and other Medi-Cal waiver program eligibility, ability to bill for services provided, and ability to identify and coordinate with a client’s other community-based service providers.

Specifications on the number of medically frail beds that will be provided at the site, along with a description of: either how those services are currently being sustained, or if one-time funding is requested, how the bidder will utilize the one-time funding provided through this contract to create a sustainable program.

Experience collaborating with a variety of stakeholders to transition a site from emergency shelter to permanent supportive housing. Include type of relationship (contract, written agreement, informal, etc.), roles and responsibilities of each entity, and process for resolving issues that threaten the housing stability of clients.

**Bidders of Rehousing Strategy Implementation Services shall further describe the following (3-5 pages of total page count above):**

Experience entering into leases or other forms of agreements such as commitments to set aside units to secure housing for individuals who are homeless.

Experience with Public Housing Authority housing rental subsidies including type of subsidy(ies), number of clients served, the role of your agency, project dates, etc.

Experience with non-Housing Authority rental subsidies including type of subsidy(ies), number of clients served, source of funds for rental subsidy, the role of your agency, project dates, etc. Include if your agency ever wrote checks for rental subsidies to property owners/operators/landlords and, if yes, include information on how this program was administered and number of checks issued per month.

Experience collaborating with service providers who provide ongoing support to tenants in supportive housing. Include type of relationship (contract, written agreement, informal, etc.), roles and responsibilities of each entity, and process for resolving issues that threaten the housing stability of tenants.

**Maximum** **Length**: 4-12 Pages

#### CREDENTIALS

#### Instructions: This page must be included as part of the Bid Response Packet. Following this page, Bidders are to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFP.

#### REFERENCES

**Instructions**: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of five (5) references. References must be satisfactory as deemed solely by County. Services or goods provided by Bidder to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

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

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

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

**REFERENCES**

RFP No. HCSA-900822 - Non-Congregate Shelter, Homekey Shelter, Rehousing Strategy Implementation

Bidder Name:

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

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

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

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

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

#### EXCEPTIONS AND CLARIFICATIONS

**Instructions**: On the following page is the **Exceptions and Clarifications** form. Bidders must use this form to identify any and all exceptions and/or clarifications to the RFP and associated Bid Documents.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

**EXCEPTIONS AND CLARIFICATIONS**

RFP No. HCSA-900822 - Non-Congregate Shelter, Homekey Shelter, Rehousing Strategy Implementation

Bidder Name:

List below requests for exceptions and clarification, 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 clarifications and such exceptions and clarifications may be a basis for bid disqualification.

|  |  |
| --- | --- |
| **Reference to:** | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23** | **D** | **1.c.** | ***Vendor takes exception to…*** |
|       |       |       |       |
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\*Use additional pages as necessary

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

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

#### DEBARMENT AND SUSPENSION CERTIFICATION

#### (PROCUREMENTS $25,000 AND OVER)

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

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

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

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

BIDDER:

PRINCIPAL: TITLE:

#### SIGNATURE: DATE:

**EXHIBIT E**

**ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION**

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

**I. General Provisions**

1. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement.  The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
2. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
3. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:
4. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
5. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
6. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
7. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers’ representatives of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
8. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
9. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
10. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
11. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

1. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
2. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:
	1. **Clean Air Act** (42 U.S.C. 7401–7671q).
		1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
		2. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
		3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.
	2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

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

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

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

1. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:
2. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
4. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
6. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County’s Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
7. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
8. **Procurement of recovered materials**.
9. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
	1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
	2. Meeting Contract performance requirements; or
	3. At a reasonable price.
10. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
11. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
12. **Access to Records.**
13. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
14. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
15. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
16. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.
17. **Changes.**  The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
18. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
20. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
21. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.
22. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
23. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
24. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
25. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
26. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
27. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
28. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
29. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
30. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
31. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**. Contractor and their subcontractor(s) are prohibited from obligating or expending funds from this Agreement to (1) procure or obtain (2) extend or renew a contract to procure or obtain or (3) enter into a contract for equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
32. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
33. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
34. Telecommunications or video surveillance services provided by such entities or using such equipment.
35. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
36. See Public Law 115–232, section 889 for additional information. See also 2 CFR § 200.471.

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

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

* 1. **Davis-Bacon Act**
1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.
	1. **Copeland ‘‘Anti-Kickback’’ Act**
4. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
5. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
6. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
1. The idea behind use of RBA methodology is to provide the contractor with a framework to identify performance measures to help assess the effort, quality and impact of the funded programs and services. For more information on Results-Based Accountability, see *Trying Hard is Not Good Enough: How to Produce Measurable Improvements for Customers and Communities* by Mark Friedman (Trafford 205). [↑](#footnote-ref-1)
2. Federal contract program for small businesses that have not previously participated in the 8(a) program, are at least 51% owned and controlled by U.S. citizens who are socially and economically disadvantaged, have a personal net worth of $750K or less, adjusted gross income of $350k or less and $6 million or less in assets, and demonstrate good character and potential to perform on contracts. [↑](#footnote-ref-2)
3. Federal contract program for small businesses that are at least 51% owned and controlled by women who are U.S. citizens and have women manage day-to-day operations and also make long-term decisions. [↑](#footnote-ref-3)