**COUNTY OF ALAMEDA**

REQUEST FOR PROPOSAL No. 902152

**for**

Youth Anger Management Group Therapy

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| --- |
| **For complete information regarding this project, see** **Request for Proposal (RFP) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**] or contact the County representative listed below.** **Thank you for your interest!****Contact Person: Tarana Malmirchegini****Phone Number: (510) 208-9614****Email Address:** **tarana.malmirchegini@acgov.org****General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**November 23, 2022**

through

**Alameda County, GSA-Procurement**

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

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

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# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902152

YOUTH ANGER MANAGEMENT GROUP THERAPY

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **October 14, 2022** |
| **Networking/Bidders Conference** | **October 25, 2022 @ 11:00 a.m.****Join on your computer or mobile app** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_NjYwMTc3NDUtOTQyZi00Njg2LTkxNDAtMWE3NzhjODA2NGZk%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22df7a4970-3e39-4a40-a6aa-6aa9b34ea9e5%22%7d) Meeting ID: 253 497 566 188 Passcode: L7g6XZ [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)**Or call in (audio only)** +1 415-915-3950  Phone Conference ID: 806 702 06#  |
| **Written Questions Due via Email:****tarana.malmirchegini@acgov.org** | **October 26, 2022 by 5:00 p.m.**  |
| **List of Attendees** | **October 27, 2022** |
| **Questions &Answers Issued** | **November 11, 2022** |
| **Addendum Issued** [only if necessary to amend RFP] | **November 11, 2022** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **November 23, 2022 by 2:00 p.m.** |
| **Evaluation Period** | **November 23, 2022 – December 28, 2022** |
| **Optional Vendor Interviews**  | **Week of December 18, 2022**  |
| **Notice of Intent to Award Issued** | **December 29, 2022** |
| **Board Consideration Award Date** | **February 7, 2023**  |
| **Contract Start Date** | **April 1, 2023**  |

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

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

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902152

SPECIFICATIONS, TERMS & CONDITIONS

for

YOUTH ANGER MANAGEMENT GROUP THERAPY

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EXHIBIT B **PRISION RAPE ELIMINATION ACT (PREA) CERTIFICATION**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe youth anger management group therapy being requested by the County.

The County intends to award a three-year contract (with the option to renew for two years) to the Bidder selected as the most responsible Bidder whose response conforms to the RFP and meets the County’s requirements.

## SCOPE

* + 1. Location of Service

All services will be required at both the Alameda County Juvenile Hall and Camp Wilmont Sweeney in San Leandro, CA.

Alameda County Juvenile Hall is a 24-hour secure detention facility capable of housing 358 minors. Located on Alameda County property, the facility is staffed by Juvenile Institutional Officers who supervise the youth and are responsible for their care, custody, and control.

Camp Wilmont Sweeney is a 50-bed minimum security residential program for adolescent males ranging in age from 15 through 19. Camp Sweeney functions as a local sanction for the Alameda County Juvenile Court and is administrated by the Alameda County Probation Department. Deputy Probation Officers work with Camp youth to develop individualized treatment plans that include goals related to specific behavioral and educational needs as well as aftercare plans. The overall goal is to return each minor to his community as a positive and productive citizen.

* + 1. Target Population

The Senate Bill (SB) 823 target population are youth who were eligible for commitment to the California Department of Corrections and Rehabilitation’s (CDCR) Division of Juvenile Justice (DJJ) prior to its closure, and youth who are adjudicated to be a ward of the juvenile court based on an offense described in subdivision (b) of Section 707 or an offense described in Section 290.008 of the Penal Code Youth housed pursuant to SB 823 will represent approximately 25% of the total in custody youth.

The remaining youth in Juvenile Hall have been placed there by the Alameda County Juvenile Court pending adjudication or have been recently arrested and are pending a juvenile court hearing. Youth in Camp Sweeney have had their case adjudicated and the Juvenile Court has ordered them housed at Camp as a sanction.

The target population and/or eligibility may be changed by Alameda County Probation Department (ACPD) at any time. Advance notice will be given prior to a change in the population being serviced. The Contractor must be willing to work with ACPD to reasonably revise services to accommodate any changes.

* + 1. Demographic Highlights

The total number of clients supervised in the ACPD’s Juvenile Hall and Camp Sweeney as of September 1, 2022, is 73. These youth varied across age, gender, ethnicity, and race.

**With regard to age:**

1. 51% of in custody youth older than 17
2. 49% of in custody youth younger than 18
3. 22% of youth in custody pursuant to SB 823

**In reference to ethnicity and race:**

a. 66% are African American

b. 22% are Latino

c. 4% are White

d. 7% are Asian/Pacific Islander

e. 1% are Other

**With regard to gender:**

a. 97% are male

b. 3% are female

* + 1. Proposals: Each proposal shall clearly specify the anger management methods and models to be utilized during the contract. Proposals shall include all information as requested in the RFP along with the written detailed weekly curriculum utilized for all sessions. In addition, proposals shall describe in detail all services being provided under this RFP. Bidder’s response shall include copies of all materials and documents that will be utilized to perform the services requested.

## BACKGROUND

The intent of this RFP and resulting contract, is to obtain the services of a qualified Contractor for the purpose of conducting anger management therapy groups for male and female youth in the care of the ACPD.

ACPD’s Juvenile Division is committed to promoting the use of best practices through data driven, performance-based supervision, services, and opportunities that will result in positive behavior change and greater life options for Alameda County youth.

To achieve the most positive outcomes among youth experiencing anger management related issues, youth must have access to age-appropriate, gender and culturally responsive intervention and treatment. Youth need programs that address their developmental issues, provide comprehensive and integrated services including the inclusion of their families and the community when appropriate. ACPD’s goal in providing anger management therapy groups for youth is to form well-developed social skills and be successful learning and adopting new skills in:

1. Problem solving — Coming up with more than one solution to a problem.
2. Anger management — Thinking before acting and finding creative or physical outlets for anger.
3. Self-reflection — Understanding and reframing situations to make a better assessment of events and the environment.
4. Emotional awareness and regulation - Understanding the emotions that impact them and being capable of managing reactions to them.
5. Assertiveness — Identifying when to concede ground and when to push for a desired outcome.
6. Family Reunification: Develop healthy and meaningful connections with a parent or guardian.

ACPD works closely with our County partner, the Alameda County Behavioral Health Department (ACBH) to provide medical and behavioral health services to youth in ACPD’s care. ACBH is the primary provider responsible for oversight of youth behavioral health services at both the Juvenile Hall and Camp Sweeney and manages youth primary health care services through a subcontractor, UCSF Benioff Children’s Hospital. Although this contract for Anger Management Therapy Groups is funded solely by the ACPD, the successful contractor will work closely with the ACBH Juvenile Justice Health Services Director and ACBH employees assigned to work at the Juvenile Hall and Camp Sweeney in assessing and serving youth that require these contracted services.

* + 1. Senate Bill (SB) 823

SB 823 Chapter 337/2020 closes the California Department of Corrections and Rehabilitation’s (CDCR) Division of Juvenile Justice (DJJ) and moves the responsibility of managing youth previously committed to CDCR’s Division of Juvenile Justice (DJJ) to local county probation jurisdiction. Alameda County anticipates housing up to 30 SB 823 youth annually in the next 3 fiscal years.

* + 1. SB 823 Subcommittee

On February 9, 2021, pursuant to SB 823, the Alameda County Board of Supervisors (BOS) approved the creation of the Alameda County SB 823 Subcommittee (SB 823 Subcommittee) with the sole purpose of implementing the provisions of SB 823.

The SB 823 Subcommittee is a collaborative body chaired by the Chief Probation Officer, and comprised of a representative from the Court, District Attorney’s Office, Public Defender’s Office, Social Services, Mental Health, County Office of Education and at least three community members who have experience as a community-based youth services provider, justice advocate, or directly involved in the youth justice system.

* + 1. SB 823 Required Plan

SB 823 required the SB 823 Subcommittee to prepare a plan describing the facilities, programs, placements, services, supervision, and re-entry strategies that are needed to provide appropriate rehabilitation specifically for the youth described in SB 823 and submit that plan to the new State-level Office of Youth and Community Restoration after the report has been submitted to the Alameda County BOS.

In November 2021, the SB 823 Subcommittee approved the SB 823 Realignment Plan which was subsequently received by the Alameda County BOS and submitted to the Office of Youth and Community Restoration in December 2021. The plan can be reviewed on the ACPD website <https://probation.acgov.org/juvenile-services/SB823.page>.

* + 1. Why is the County issuing this RFP?

Consistent with recommendations in the SB 823 Subcommittee Report, this RFP requests Anger Management Group Therapy activities for SB 823 clients and in addition requests these same services for non-SB 823 male and female youth in Juvenile Hall and male youth in Camp Sweeney.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
1. All entities, including but not limited to non-profit organizations, for-profit organizations, small businesses, and individuals are eligible to submit a proposal in response to this RFP. Entities do not need to have an existing contract with Alameda County but must meet all the County’s contractual requirements. Two or more entities may submit one comprehensive bid response in which they collaborate in performing the functions of the Contractor; however, only one of the partnering entities will enter into the Agreement with Alameda County.
2. Bidder shall meet the following minimum requirements:
	* + - 1. Must be regularly and continuously engaged in the business of providing youth anger management therapy services to criminal justice or social services involved youth. Years of experience shall be verifiable by references or by documentation referencing previous work.
				2. Must have minimum 3 years of experience providing youth anger management services which can be verifiable through references and/or other submittals provided in Bid Response Packet (Exhibit A). If bidding as a collaboration, the minimum years of experience must be met by the lead prime Bidder.
3. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum or published Questions and Answers, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

## SPECIFIC REQUIREMENTS

* + 1. Statement of Work
			1. Contractor must provide gender/culturally responsive, evidence based, anger management therapy groups with a standardized Cognitive Behavioral Therapy (CBT) curriculum integrating cultural influence into the anger management therapy groups.
			2. Contractor must provide 90-minute once weekly sessions for a 12-week period using a standardized curriculum in designated units identified by ACPD. Sessions may occur as described in Item 2 Required Hours of Service, in the day, evening, weekdays, and weekends at the discretion of the ACPD. The 90-minute sessions shall consist of instruction, group, or one on one activities.
			3. Contractor must utilize a CBT based standardized curriculum that includes discussion topics, group activities, homework assignments, and worksheets.
			4. Contractor program must assist youth in anger management therapy to explore their respective culture and identity and support participants in understanding how their culture, environments, systems, and communities may impact their experiences.
			5. Curriculum in general must have direct real-life applicability that must include but not limited to dialogue, discussions, role-playing scenarios and homework assignments for developing social emotional coping skills and strategies to mitigate anger, hostile, aggressive or violent behaviors.
			6. Contractor must coordinate with ACPD to upload digital content to youth’s learning tablets in the unit for use during sessions and for out of session assigned reading and activities.
			7. Contractor must maintain written case notes and progress report for each session with monthly reporting and an end of program final written report. Participants must be evaluated pre, during, and post-intervention, with additional evaluation metrics approved in advance by ACPD occurring at the conclusion of the cohorts.
			8. Sessions are to include an array of teaching modalities to include but not be limited to classroom discussion, interactive role-play, homework, appropriate videos, and modeling behavior.
			9. Contractor must collaborate weekly with ACPD and ACBH staff regarding each youth’s progress in the program including attending meetings as requested including but not limited to Multi-Disciplinary Team meetings.
			10. Contractor must maintain written progress notes on each youth and provide bi-monthly updates to designated ACPD and ACBH staff.
			11. Contractor must provide recommendations for referring youth to post release treatment.
			12. Contractor must provide program completion recognition and certificates to youth successfully completing Anger Management Cohorts.
			13. All Contractors staff must be qualified and well trained for the positions and duties to which they are assigned. Training and experience in group facilitation, family-based services and family systems, developmental stages of children and adolescents, age-appropriate parenting skills, conflict resolution, trauma, family relationships and patterns, coping skills, juvenile justice and problem solving is required.
			14. In collaboration with the ACPD Research Unit, Contractor must develop and complete outcome reports to measure impact, including monthly internal data dashboards detailing clients served, hourly and group counseling services provided. The nature, data and frequency of such reports shall be approved by ACPD and ACBH upon contract approval.
		2. Required Hours of Service
			1. **SB 823 Units** – Over the period of twelve months, the Contractor must conduct two cohorts of group anger management in each SB 823 Unit with each cohort being 12 weeks in length with one 90-minute sessions occurring weekly. Two groups must occur one weekday in one SB 823 unit between the hours of 9 a.m. and 4 p.m. and two must occur in the 2nd SB 823 unit between 4.pm and 9.pm. as agreed, upon with ACPD. **(Maximum group sessions per year: 48 sessions or 72 hours)**
			2. **Non-SB 823 Male Youth in Juvenile Hall** – Over the period of twelve months, the Contractor must conduct four cohorts of anger management groups with each cohort being 12 weeks in length with one 90-minute sessions occurring weekly. The groups shall occur weekdays after 3 p.m. and before 9 p.m. or weekends between 9 a.m. and 3 p.m. as agreed upon with ACPD. **(Maximum group sessions per year: 48 sessions or 72 hours)**
			3. **Female Unit** – Over the period of twelve months, the Contractor must conduct two cohorts of group anger management with each cohort being 12 weeks in length with one 90-minute sessions occurring weekly. The groups shall occur weekdays after 3 p.m. and before 9 p.m. as agreed upon with ACPD. **(Maximum group sessions per year: 24 sessions or 36 hours)**
			4. **Camp Sweeney** – Over the period of twelve months, the Contractor must conduct two cohorts of anger management groups with each cohort being 12 weeks in length with one 90-minute session occurring weekly. The groups shall occur weekdays after 3 p.m. and before 9 p.m. or weekends between 9 a.m. and 3 p.m. as agreed upon with ACPD. **(Maximum group sessions per year: 24 sessions or 36 hours)**
		3. Administrative Requirements
			1. Background Checks

All contractors, employees, subcontractors, volunteers, and consultants for the successful bidder must submit to having their fingerprints recorded as directed by ACPD.

Contractor must include verification of educational credentials and employment experience of all staff utilized in the fulfilment of contracted services.

* + - 1. Staff Development and Training Plan

The successful bidder must have and maintain current job descriptions on file with ACPD for all personnel whose salaries, wages, and benefits are funded through the contracted services. Job descriptions must specify the minimum qualifications for services to be performed and must meet the approval of the ACPD. Contractor must submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications established by ACPD.

* + - 1. Re-entry Hiring Initiative

In 2016 the BOS and a host of community advocates established the Reentry Hiring Program. The program focuses on facilitating employment opportunities of the hardest to employ, which includes individuals previously supervised by the ACPD. In support of these initiatives, ACPD needs the assistance of its contractors, to monitor and report out on number of individuals with criminal justice involvement are being employed by businesses under contract with ACPD.

* + - 1. Prison Rape Elimination Act (PREA) Training

ACPD is required by PREA (28 CFR § 115.332), Exhibit B, to ensure that that all volunteers and contractors who have contact with youth in the Juvenile Hall and Camp Sweeney have been trained on their responsibilities under ACPD's sexual assault, sexual abuse, and sexual harassment prevention, detection, and response policies and procedures.  The level and type of training provided must be determined by ACPD and must be based on the services provided and level of contact with youth.  All Contractor Staff and/or volunteers who have contact with youth at Juvenile Hall and Camp Sweeney must participate in such training and must be notified by the Contractor of ACPD's zero-tolerance policy regarding sexual assault, sexual abuse, and sexual harassment and be informed how to report such incidents.  Contractor must work with ACPD for PREA Training and assist ACPD in maintaining documentation confirming that volunteers and contractors understand the training they have received.

Upon contract execution, Contractor must work with ACPD to ensure the following:

* + - * 1. Staff and volunteers receive and understand the PREA training prior to entering Juvenile Hall and Camp Sweeney.
				2. Maintain documentation and provide copies to Alameda County Probation Compliance & Standards Office and other designated ACPD staff a list of all staff persons/positions that will or plan to enter Juvenile Hall and Camp Sweeney.
				3. Contractor must provide ACPD with completed PREA Certification documents for each individual that will or plan to enter Juvenile Hall and Camp Sweeney during the contract term.
		1. Performance Measures
			1. Measure of Inputs and Fidelity

The following data will serve to determine baseline status before intervention, define individual client goals and determine program fidelity (measured by attendance, consistent access to and quality of program inputs):

* + - * 1. Number of clients referred by ACPD;
				2. Number of clients enrolled in the program;
				3. Client demographics (age, gender, race, etc.);
				4. % of clients enrolled in program who

Received an assessment;

who maintained 75% attendance;

who maintained 50% attendance;

actively engaged in services by category (homework assistance, research, group activities, etc.); and

successfully completed the program.

* + - 1. Measure of Impact

Measure of impact will be used to indicate change in client status due to program’s specific client intervention. A pre and post assessment (same tool used both pre and post) will provide measurable outcomes.

* + - * 1. The evidence-based (NAS-PI) Novaco Anger Scale and Provocation Inventory assessment tool shall be administered at time of entry and exit of the program. Any alternative assessment tool must first be approved by ACPD prior to use by Contractor.
			1. Successful Completion

Successful completion for this program is defined as

* + - * 1. Any participant who participated in 75% or more of program activities;
				2. Met at least 25% of goals set in the program’s individual case plan; and
				3. Exhibited a changed improvement in behavior/anger challenges as reported by NAS-PI assessments and the client exit survey.

## DELIVERABLES / REPORTS

* + 1. Progress Reports

Contractor must have in place a system to collect and analyze performance measures, including goals and standards, and/or outcomes and compile progress reports.  Progress reports must include, but are not limited to, the following:

* + - 1. Contractor must maintain written progress notes on each youth and provide bi-monthly updates to designated ACPD staff.
			2. Contractor must provide a final written report on each youth’s progress at the conclusion of the 12-week program. Report is due within 30 days of program conclusion.
			3. The final report must include evidence-based formative assessment and summary data about impact of the selected anger management curriculum on the participants’ optimal/sub-optimal behavior, anger/frustration tolerance, and depression.
			4. Contractor must use both quantitative and qualitative assessment methods to monitor participants’ progress.
			5. The evidence-based assessment will be completed in two phases – pre and post.
			6. At the conclusion of each 12-week program a formal ceremony will acknowledge the participants efforts with a certificate of completion.
		1. Monthly Reports
			1. Contractor must provide monthly written reports. Monthly reports must be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 10th is on a weekend or holiday). Each monthly report should include data for the previous month of service (for example the December 10th report should include November data) and must include, but not be limited to, the following:
				1. Names of the participants served each month;
				2. Date of birth, address, participant descriptive information (referral source, gender, ethnicity, etc.);
				3. Probation case number of each participant;
				4. Services received; and
				5. Other information as requested.
			2. Program Data:
				1. Onsite programming, activities, and workshops offered, as well as number of individuals (by type, e.g. participant, government staff, community member, family member, etc.) that attended each. Participant pro-social events, program celebrations, and youth engagement activities as well as number attended per each.
			3. In 2016 the BOS and a host of community advocates established the Reentry Hiring Program. The program focuses on facilitating employment opportunities of the hardest to employ, which includes individuals supervised by the Alameda County Probation department (ACPD). In support of these initiatives, ACPD needs the assistance of its contractors, to monitor and report out on number of individuals with criminal justice involvement (CJSI) are being employed by businesses under contract with ACPD. Contractors will play an integral role in ACPD tracking this information, as such, contractors who contract with ACPD will need to complete a web-based staffing report by the 10th of every month as part of Contractor’s invoice submissions. [Reentry Hiring Initiative Report Form](https://docs.google.com/forms/d/e/1FAIpQLSfMCw0RbFDm_XVJWhoDPW3zqNkbNSj6kIlMZ0GDgvW3wB44xA/viewform).
		2. Quarterly Reports
			1. Contractor must provide the reports within 10 days from the end of the quarter based on a calendar year (April 10th, July 10th, October 10th, and January 10th).  The annual report must be provided to ACPD no later than January 30th. Said progress reports must include, but are not limited to, the following:
				1. A description of Contractor’s progress in providing services;
				2. A cumulative description of the work and services provided;
				3. Any difficulties or special problems encountered;
				4. Any pertinent facts or interim findings;
				5. A narrative of whether Contractor is or is not progressing satisfactorily in conducting and completing the services, including any explanatory, extenuating, or mitigating circumstances; and
				6. Specific description of quality assurance processes, results thereof, and any resulting recommendations or changes.

## BIDDERS CONFERENCE(S)/VENDOR OUTREACH

* + 1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_NjYwMTc3NDUtOTQyZi00Njg2LTkxNDAtMWE3NzhjODA2NGZk%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22df7a4970-3e39-4a40-a6aa-6aa9b34ea9e5%22%7d" \t "_blank)

Meeting ID: 253 497 566 188
Passcode: L7g6XZ

[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)

**Or call in (audio only)**

+1 415-915-3950

Phone Conference ID: 806 702 06#

* + 1. Vendor Outreach is usually conducted on Wednesdays at [**Vendor Outreach Link**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>].
		2. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
		3. Bidders Conference(s) will be held to:
			1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.
			2. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
			3. Provide the County with an opportunity to receive feedback related to this RFP.
		4. The Bidders Conference(s) Attendees List will be released in a separate document.
		5. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
		6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Tarana Malmirchegini, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: tarana.malmirchegini@acgov.org

* + 1. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC).  The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and optional vendor interview. The three Bidders receiving the highest preliminary scores and with at least 200 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score**. The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
	1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
	2. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. The zero to five-point scale range is defined as follows:

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| --- | --- | --- |
| 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 the disqualification of the 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 and likely to achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC members.  |
| 4 | Above Average / Good | Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications. |

1. The Evaluation Criteria and their respective weights are as follows:

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| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder. | 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](http://www.sam.gov/SAM). | Pass/Fail |

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|  | **Cost:**The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder’s total proposed cost.Cost evaluation points may be adjusted by considering:1. Reasonableness (i.e., how well 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?).
 | 15 Points |
|  | **Relevant Experience:**Proposals will be evaluated, including considering the RFP specifications and the questions below:1. How much experience does the Bidder have with similar projects?
2. Do the individuals assigned to the project have experience on similar projects?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
 | 20 Points |
|  | **References (See Exhibit A – Bid Response Packet)**  | 5 Points |
|  | **Understanding of the Project:**Proposals will be evaluated considering the RFP specifications and the questions below:1. Has/How well has the Bidder demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the Bidder identified pertinent issues and potential problems related to the project?
3. Has/How well has the Bidder demonstrated that it understands the deliverables the County expects it to provide?
4. Has/How well has the Bidder demonstrated that it understands the County’s schedule and can meet it?
 | 20 Points |

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| --- | --- | --- |
|  | **DESCRIPTION OF PROPOSED SERVICES:**Proposals will be evaluated considering the RFP specifications and the questions below:1. Has the Bidder described the overall services?
2. Has the Bidder described how they will meet the program’s desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how key personnel will be responsible for achieving them?
3. Has the Bidder detail existing data collection infrastructure and demonstrate the ability to interface with County’s database(s) as described in the RFP and/or provide reporting data to the County for maximum efficiency?
4. Has the Bidder explained any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualification and requirements of the RFP?
5. Has the Bidder identified any limitations or restriction that exist for the Bidder to provide services? Has the Bidder explained what measures will be taken to adequately provide the services?
 | 20 Points |
|  | **Methodology:**Proposals will be evaluated considering the RFP specifications and the questions below:1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. Does the methodology match and contribute to achieving the objectives set out in the RFP?
3. Does the methodology interface with the County’s schedule?
 | 20 Points |
|  | **Vendor Interview** Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview. | Vendor Interview may be used to revise / inform scores of criteria above |

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| --- |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** |
|  | ***Local* Preference:** Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |
|  | ***Small and Local or Emerging* and *Local* Preference**: Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |

## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 120-day period of any contract awarded, 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.
		2. The County reserves the right to determine, at its sole discretion, whether:
			1. The Contractor has complied with all terms of this RFP and the contract; and
			2. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
		3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must 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 qualified Bidder(s) to enter into a contract.  The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County’s right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

* + - 1. The name(s) of the Bidder(s) being recommended for contract award; and
			2. The names of all other parties that submitted proposals.
		1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## Bid Protest / Appeals Process

The County of Alameda 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 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 must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA–Office of Acquisition Policy

ATTN: Contract Compliance Officer

1401 Lakeside Drive, 10th Floor, Oakland, CA 94612

Email: GSA-BidProtests@acgov.org

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

* + - 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, and telephone number of the person submitting the protest on behalf of the protesting party.
			4. The Contract Specialist will send a notification to Bidders if a protest is received.
		1. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: 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 must be final prior to the Board hearing.

		A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.
		2. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, 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 Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
			1. The appeal must 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 must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
			4. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement 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 finding of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller’s OCCR will be furnished to the protestor.
			6. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
		3. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder’s failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will 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 contract term, which may be awarded pursuant to this RFP, will be three years.
		2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two-year.
		3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor 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, services and/or providing of goods, the Contractor will 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 for cause without written notice upon a material breach of contract or 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 rebid the project if it is determined to be in its best interest to do so.

## QUANTITIES

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

## PRICING

* + 1. All pricing as quoted will not increase, but except as noted below, remain fixed and 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 a lower price will be extended to the County.
		3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
		4. Taxes and freight charges:
			1. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
			2. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
			3. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid proposal.
			4. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
			5. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
		5. All prices quoted must be in United States dollars.
		6. Price quotes must include any and all payment incentives available to the County.
		7. 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, and the Bidder must honor the unit price quoted.
		8. 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. Most Responsive and Responsible Bidder(s)
			1. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
			2. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
			3. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
		2. Small Local Emerging Business (SLEB) Program
1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.
2. As a result of the County’s commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
3. [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
4. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
5. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 624110.
6. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
7. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
8. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.
9. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
	* 1. County Rights
			1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, 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.
			2. Any bid proposals that contain false or misleading information may be disqualified by the County.
			3. The County reserves the right to award to a single or multiple Contractors.
			4. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
			5. The County has the right to decline to award this contract or any part thereof for any reason.
		2. Procedures
			1. Board approval to award a contract is required.
			2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
			3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template 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 standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

1. The RFP specifications, terms, conditions, 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.

## METHOD OF ORDERING

* + 1. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.
		2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
		3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
		4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
		2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
		3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
		4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
		5. Contractor must utilize a standardized invoice format upon request.
		6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
		7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
		8. In the event the Contractor’s performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
		2. Contractor must also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must 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 must provide a dedicated, competent account manager who shall be responsible for the County account/contract and receive all orders. Contractor account manager shall be familiar with County requirements and standards and work with the ACPD to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

* + 1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.
		2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
		3. Contact Information for this RFP:

Tarana Malmirchegini, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: tarana.malmirchegini@acgov.org

Phone: (510) 208-9614

* + 1. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. 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 the posting for this RFP and other current contracting opportunities.

## SUBMITTAL OF PROPOSALS

* + 1. Document Submittal
			1. All proposal documents must be completed, successfully uploaded, and submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) shall not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
			2. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20MB or less.
			3. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
			4. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary.  The 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/>].
			5. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
			6. Bidders **must** submit pricing on the Excel Spreadsheet – Bid Form(s) in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
		2. Submissions Processes
			1. All costs required for the preparation and submission of a proposal shall be borne by the Bidder.
			2. Only one bid proposal 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 California or other state’s Corporations Code or an equivalent statute.
			3. The final award information will be posted on the County’s “Contracting Opportunities” website.
			4. The County reserves the right to reject any proposal.
			5. All bid proposals shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
		3. Legal Requirements
			1. “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. 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”. (California Government Code Section 4552).
			2. By submitting a bid proposal, the 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. Such actions may also be considered fraud and subject to criminal prosecution.
			3. The Bidder, by submitting a proposal, 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 RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
			4. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* + 1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
		2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
		3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
		4. The following pages require confirmation, declaration, and /or a signature (?). There must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)as part of the Bidder’s proposal.
1. Exhibit A – Bid Response Packet, [Bidder Acceptance](#_BIDDER_INFORMATION)
2. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#Debarment)
3. Exhibit A – Bid Response Packet, [Small Local Emerging Business (SLEB) Information Sheet](#SLEB_Info_Sheet)
4. [Must be signed by Bidder](#Prime_Bidder_Signature)
5. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB
	* 1. Each page of the Bid Response Packet must be submitted through the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
		2. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
		3. Excel Bid Form must be submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)**.**
		4. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
		5. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
		6. Bidders must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
		7. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
		8. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 RFP No. 902152

Youth Anger Management Group Therapy

|  |
| --- |
| 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 [ ]  Sole Proprietor

 [ ]  Non-Profit / Church [ ]  Other:

|  |  |
| --- | --- |
| Jurisdiction of Organizational Structure: |  |
| Date of Organizational Structure:  |  |
| Federal Tax Identification Number: |  |
| Alameda County Supplier Identification Number (if applicable):  |  |
| DIR Contractor Registration Number (if applicable): |  |

**Primary Contact Information:**

|  |  |
| --- | --- |
| Name / Title: |  |
| Telephone Number: |  | Alternate Number: |  |
| Email Address: |  |

|  |
| --- |
| BIDDER ACCEPTANCE  |

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, 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.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
	1. [**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/>]

1. [**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/>]

1. [**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/>]

1. [**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/>]

1. **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**

[<http://acgov.org/auditor/sleb/overview.htm>]

1. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

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

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

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

[<http://acgov.org/auditor/sleb/elation.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 any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, 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. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
4. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
5. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| --- |
| **SIGNATURE:** ? Name/Title of Authorized Signer:  Dated this  day of  20  |

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| 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 the 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 the signature of this Certification.

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| **BIDDER:** **PRINCIPAL: TITLE:** **SIGNATURE:** ? **DATE:**  |

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| SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET |

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

If a Bidder is located within Alameda County but not a certified SLEB, the following documentation must be uploaded as part of the bid documents:

* + - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
* Proof of six months business residency, identifying the Bidder’s name of the vendor and the local address. Utility bills, deeds of trusts or lease agreements, etc., are acceptable verification documents to prove residency

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

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

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| SLEB INFORMATION SHEET  |

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form.

Bidders that are not certified SLEBS (for the definition of a SLEB, see[**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**])** are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of thebenefits of the partnership will be economical, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with[**Elation Systems**](http://www.elationsys.com/elationsys/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

|  |
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| **[ ]  BIDDER IS A CERTIFIED SLEB (sign at bottom of page)****SLEB BIDDER Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **NAICS Codes Included in Certification:**  |

**OR**

|  |
| --- |
| **[ ]  BIDDER IS NOT A CERTIFIED SLEB and will subcontract      % with the SLEB named below for the following goods/services:** **SLEB Subcontractor Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **SLEB Certification Status: [ ]  Small / [ ]  Emerging** **NAICS Codes Included in Certification:** **SLEB Subcontractor Principal Name:** **SLEB Subcontractor Principal Signature:** ? |

**Upon award, Bidder (the Prime Contractor) and** **all SLEB subcontractors** agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

**Bidder Printed Name/Title:**

**Street Address: \_**     **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_**     **\_\_\_\_State\_**     **\_ Zip Code**

**Bidder Signature: ? Date:**

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| **BIDDER MINIMUM QUALIFICATIONS** |

**Instructions:** Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

The Bidder must provide proof of any other permits, licenses, and/or professional credentials necessary to supply products and perform services as specified in this RFP if requested by the County.

**Maximum Length: None**

|  |
| --- |
| BID FORM |

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

**COST MUST BE SUBMITTED AS REQUESTED ON THE EXCEL BID FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on the **Excel Bid Form** are for example only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied.

Bid pricing on all line items is required. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)**,** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| TABLE OF KEY PERSONNEL |

**Instructions**: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder's qualifications, the table should 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 includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
3. The person's role in connection with the RFP and any awarded contract.

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

In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

**Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.**

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| **DESCRIPTION OF PROPOSED SERVICES** |

**Instructions:** Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Service* must describe the overall services and program. The Bidder must address how they will meet or exceed each requirement listed in Section E (Specific Requirements) and Section F (Deliverables/Reports).

At a minimum, the Bidder must include the following details:

Describe how Bidder will meet the program’s desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how key personnel will be responsible for achieving them.

Detail existing data collection infrastructure and demonstrate the ability to interface with County’s database(s) as described in the RFP and/or provide reporting data to the County for maximum efficiency.

Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP.

Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the *Exceptions and Clarification* form. **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.**)

Proposals: Each proposal shall clearly specify the anger management methods and models to be utilized during the contract. Proposals shall include all information as requested in the RFP along with the written detailed weekly curriculum utilized for all sessions. In addition, proposals shall describe in detail all services being provided under this RFP. Bidder’s response shall include copies of all materials and documents that will be utilized to perform the services requested.

**Maximum Length:** 3 Pages

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| **REFERENCES** |

**Instructions**: On the following page is the template that Bidders are to use for providing references. Bidders are to provide a list of four references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidders should 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 the Bidders’ bid proposals.

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 the references provided in order to determine items such as Bidders’ years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

|  |
| --- |
| **REFERENCES** |

RFP No. 902152

Youth Anger Management Group Therapy

Bidder Name:

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

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

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

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

\*Use additional pages as necessary

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| EXCEPTIONS AND CLARIFICATIONS |

**Instructions**: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

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

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

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| INSURANCE REQUIREMENTS |

**Instructions**: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

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

see next page for county of alameda

minimum insurance requirements

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

|  |  |
| --- | --- |
| **TYPE OF INSURANCE COVERAGES** | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery | $1,000,000 per occurrence (CSL)Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)Any Auto Bodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**Required for all contractors with employees | WC: Statutory LimitsEL: $1,000,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions** Includes endorsements of contractual liability and defense and indemnification of the County | $1,000,000 per occurrence$2,000,000 project aggregate |
| **E** | **Endorsements and Conditions**:1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
* Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
* Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.
1. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
2. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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### EXHIBIT B

**PRISON RAPE ELIMINATION ACT (PREA) CERTIFICATION**

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| **115.317 (a)****Hiring and Promotion Decisions** |
| * + - * 1. The agency shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor who may have contact with residents, who—
1. Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
2. Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
3. Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a) (2) of this section.
 |
| **115.317 (d)****Hiring and Promotion Decisions** |
| 1. The agency shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
 |
| **115.317 (e)****Hiring and Promotion Decisions** |
| 1. The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
 |
| **115.332 (a)****Volunteer and contractor training.** |
| 1. The agency shall ensure that all volunteers and contractors who have contact with residents have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.
 |
| **115.332 (b)****Volunteer and contractor training.** |
| 1. The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
 |
| **115.332 (c)****Volunteer and contractor training.** |
| 1. The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.

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**PRISON RAPE ELIMINATION ACT (PREA) CERTIFICATION**

PREA Law prohibits the department from hiring or promoting anyone who may have contact with youth, and shall not enlist the services of any contractor, who may have contact with youth, who:

1. Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
2. Has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse
3. Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (b) (2) of this section.

**PLEASE ANSWER THE FOLLOWING QUESTIONS:**

1. Have you ever engaged in sexual misconduct, such as sexual abuse, in any confinement setting such as jails, prisons, and/or juvenile detention facilities? YES q NO q
2. Have you been convicted of engaging in sexual misconduct that facilitated by force or

coercion, or without the victims consent? YES q NO q

1. Have you attempted to engage in sexual misconduct by force or coercion, or without the

victims consent? YES q NO q

1. Have you ever been civilly or administratively adjudicated for engaging in any of the

above acts? YES q NO q

NAME: TITLE:

SIGNATURE: DATE: