

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

- The format of this RFP has been simplified.
- Only the following pages require signatures:
  1. Exhibit A – Bid Response Packet – Bidder Information and Acceptance
  2. Exhibit A – Bid Response Packet – Required Documentation and Submittals Checklist

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



# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL No. ARPA-2023

for

## COVID-19 EMERGENCY SENIOR SERVICES

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

Thank you for your interest!

Contact Person: Jennifer Stephens-Pierre, Director, Area Agency on Aging

Phone Number: (510) 577-1966

E-mail Address: [jspierre@acgov.org](mailto:jspierre@acgov.org)

**RESPONSE DUE**

by

**2:00 p.m.**

on

**February 10, 2023**

at

**Alameda County, Area Agency on Aging**

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



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

# CALENDAR OF EVENTS

## REQUEST FOR PROPOSAL No. ARPA-2023 COVID-19 EMERGENCY SENIOR SERVICES

| EVENT   | DATE/LOCATION   |
|---|---|
| <b>Request Issued</b>   | <b>12/13/2022</b>   |
| <b>Networking/Bidders Conference No. 1</b><br>Bidders Conferences will be held via an online platform to allow for remote participation. Bidders can participate via a computer or mobile app with a stable internet connection. (recommended Bandwidth is 512Kbps) | <b>1/10/2023 @ 2:00 PM (PST)</b><br><b>TO ATTEND ONLINE:</b><br><b>Microsoft Teams meeting</b><br><b>Join on your computer, mobile app or room device</b><br><a href="#">Click here to join the meeting</a><br>Meeting ID: 263 808 667 390 , Passcode: 5dizm8<br><a href="#">Download Teams</a>   <a href="#">Join on the web</a><br><b>Or call in (audio only)</b><br><a href="#">+1 415-915-3950,,305279479#</a> U.S., San Francisco<br><a href="#">(888) 715-8170,,305279479#</a> United States (Toll-free)<br>Phone Conference ID: 305 279 479#<br><a href="#">Find a local number</a>   <a href="#">Reset PIN</a>  |
| <b>Networking/Bidders Conference No. 2</b><br>Bidders Conferences will be held via an online platform to allow for remote participation. Bidders can participate via a computer or mobile app with a stable internet connection. (recommended Bandwidth is 512Kbps) | <b>1/12/2023 @ 10:00 AM (PST)</b><br><b>TO ATTEND ONLINE:</b><br><b>Microsoft Teams meeting</b><br><b>Join on your computer, mobile app or room device</b><br><a href="#">Click here to join the meeting</a><br>Meeting ID: 290 126 928 872 , Passcode: PxJtSL<br><a href="#">Download Teams</a>   <a href="#">Join on the web</a><br><b>Or call in (audio only)</b><br><a href="#">+1 415-915-3950,,997346334#</a> U.S., San Francisco<br><a href="#">(888) 715-8170,,997346334#</a> United States (Toll-free)<br>Phone Conference ID: 997 346 334#<br><a href="#">Find a local number</a>   <a href="#">Reset PIN</a> |
| <b>Written Questions Due via Bidders Conference Chat and Email: <a href="mailto:AAARFP@acgov.org">AAARFP@acgov.org</a></b>  | <b>1/13/2023 by 5:00 p.m. (PST)</b>   |
| <b>List of Attendees</b>  | <b>1/17/2023</b>  |
| <b>Questions &amp; Answers Issued</b>   | <b>1/23/2023</b>  |
| <b>Addendum Issued [only if necessary to amend RFP]</b>   | <b>1/23/2023</b>  |
| <b>Vendor Letter of Intent to Submit a Bid Due</b>  | <b>2/3/2023</b>   |
| <b>Response Due and Submitted through</b>   | <b>2/10/2023 by 2:00 p.m. (PST)</b>   |
| <b>Evaluation Period</b>  | <b>2/10/2023 – 3/31/2023</b>  |
| <b>Notice of Intent to Award Issued</b>   | <b>3/31/2023</b>  |
| <b>Board of Supervisors Consideration Award Date</b>  | <b>June 2023</b>  |
| <b>Contract Start Date</b>  | <b>7/1/2023</b>   |

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



**COUNTY OF ALAMEDA**  
**REQUEST FOR PROPOSAL No. ARPA-2023**  
**SPECIFICATIONS, TERMS & CONDITIONS**  
**for**  
**COVID-19 EMERGENCY SENIOR SERVICES**

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**ATTACHMENTS**

- EXHIBIT A     BID RESPONSE PACKET
- EXHIBIT B     BUDGET INSTRUCTIONS AND TEMPLATE
- EXHIBIT C     INSURANCE REQUIREMENTS
- EXHIBIT D     DATA REPORTING REQUIREMENTS
- EXHIBIT E     EMERGENCY PREPAREDNESS
- EXHIBIT F     MINIMUM MENU REQUIREMENTS & NUTRITION STANDARDS
- EXHIBIT G     HOME DELIVERED MEALS ASSESSMENT CRITERIA AND PRIORITY RANKING
- EXHIBIT H     EXCEPTIONS, CLARIFICATIONS, AMENDMENTS
- EXHIBIT I     DEBARMENT AND SUSPENSION CERTIFICATION
- EXHIBIT J     ADDITIONAL CONTRACT PROVISIONS FEDERAL PROVISIONS
- EXHIBIT K     CERTIFICATION REGARDING LOBBYING



## **I. STATEMENT OF WORK**

### **A. BACKGROUND**

Area Agencies on Aging (AAAs) were established under the Older Americans Act (OAA) in 1965 to respond to the needs of Americans age 60 and over in every local community. The Alameda County Area Agency on Aging is a department within the Adult & Aging Services division of the Alameda County Social Services Agency. The AAA provides services throughout Alameda County and currently administers 80 contracts that provide services for approximately 75,000 older adults a year. Funding for these contracts comes primarily from the Older Americans Act, the State of California, and County General Funds. The AAA fulfills its mission of planning, coordinating, and delivering services in Alameda County through a network of approximately 40 providers. While all persons age 60 and older are eligible to receive OAA services, older individuals in the greatest economic need, greatest social need, low-income, minorities, and frail individuals are particularly targeted for services [45CFR§1321.69].

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency within California due to the threat posed by the novel coronavirus (COVID-19). On March 16, 2020, the Alameda County Public Health Officer issued a Shelter-in-Place Order directing all individuals to shelter in their place of residence except for certain essential services, and the Shelter-in-Place Order was extended through multiple subsequent orders. This led to rapidly escalating needs for emergency food assistance, supportive services, and caregiver support services across Alameda County. The effects of COVID-19 have resulted in unprecedented economic impacts, increased hunger and food insecurity, and increased the health risks of medically vulnerable individuals. At particular risk for both the COVID-19 virus and the broader impacts are older adults.

### **B. INTENT**

It is the intent of these specifications, terms and conditions to describe the needs and requirements for COVID-19 Emergency Senior Services that the County of Alameda, Area Agency on Agency (AAA), intends to contract out to qualified agencies. Funding for these services is available to the AAA through contracts with the California Department of Aging (CDA) for federal funding from the Older Americans Act (OAA) in response to the COVID–19 public health emergency. All awardees must conform to requirements of the OAA, [42 USC 3001-3058], [45CFR§1321.63-§1321.71], [45CFR§75] and the Older Californians Act, [22 CCR § 7500-7716] and CDA Program Memoranda. The cited State and federal regulations, relevant OMB regulations, Policy Manuals, and other Program Memorandum may be viewed by searching online for the cited regulations, or

by calling the AAA office for assistance. Programs and services are intended to help alleviate negative impacts of social isolation due to long-term stay-at-home recommendations for older individuals for the duration of the COVID–19 public health emergency.

The County intends to award limited term contracts (July 1, 2023- September 30, 2024). Separate contracts are expected to be awarded in each of the program service areas described in the Scope section below, to the bidders selected as the most responsible bidders whose response conforms to the RFP and meets the County’s requirements.

The actual contract awards are contingent upon the approval of the Alameda County Board of Supervisors. Therefore, the AAA reserves the right to revise or withdraw any or all the portions of this RFP at any time during this process, or during the actual contract period.

The AAA reserves the right to award a contract with or without further consideration in situations where there is a sole source applicant. If a proposal is considered non-responsive to this RFP, the AAA also reserves the right to disqualify the proposal from consideration during the process.

The following funding amounts are expected to be available for the period of July 1, 2023 through September 30, 2024.

| <b>Service Categories</b>                      | <b>Estimated Funding Available</b> |
|--|------------------------------------|
| 1. Emergency Supportive Services               | \$1,665,468                        |
| 2. Emergency Family Caregiver Support Services | \$1,000,000                        |
| 3. Emergency Nutrition Services                | \$2,846,421                        |
| 4. Emergency Health Promotion Services         | \$179,179                          |
| 5. Emergency Ombudsman Services                | \$35,452                           |
| Total  | \$5,726,520                        |

#### Geographic Distribution of Funds

The AAA is committed to providing services throughout all regions of the County and establishes guidelines for funding that reflect each region’s population of seniors that are minority, low-income, language isolated and functionally impaired. Actual funding amounts may vary depending on the number and quality of bid responses received. As

a guiding principle, the AAA anticipates funding a full portfolio of programs in the four geographic regions of the County defined below:

Alameda County Geographic Regions

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

C. SCOPE

The County is seeking contractors to provide a variety of services, as listed below. For each type of service, the Alameda County Area Agency on Aging (AAA) maximum reimbursement is identified. For all tasks and services, social distancing measures must be taken in accordance with guidance from the Center for Disease Control (CDC) and County Public Health Officer. Emergency Senior Services as specified in each of the following distinct program service categories are the scope of this RFP. Multiple contracts in each program area may be awarded. For each type of service, the Alameda County Area Agency on Aging (AAA) maximum reimbursement is identified.

**Service Category #1. Emergency Supportive Services**

- 1. Homemaker (Store/Restaurant Assistance):** Assistance such as shopping for groceries, personal and household items and meal pick-ups from local restaurants. Services are to be targeted to 1) eligible individuals socially isolating due to high risk for COVID-19, and 2) socially isolated eligible individuals who may be functionally impaired, and/or who are at risk of institutionalization due to physical or cognitive problems, lack of an adequate informal support system, or caregiver burnout.  
**The Service Unit of Measure is 1 Hour.**  
**The AAA Maximum Reimbursement Rate is \$17 per Service Unit.**
- 2. Case Management:** Assistance either in the form of access coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required.  
**The Service Unit of Measure is 1 Hour.**

**The AAA Maximum Reimbursement Rate is \$40 per Service Unit.**

- a. Case management is a “registered service” under the OAA, requiring individual client level data be entered into the Social Assistance Management System (SAMS) database by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to pay annual licensing fees to access SAMS, and to have all clients assessed on an annual basis.
- b. Case Managers at a minimum will possess a bachelor’s degree in social work or a related field, or possess a Registered Nurse license, and have a minimum of one year experience in a health or social services specialty.
- c. Case management caseloads are expected to be between 35-45 cases per full-time equivalent case manager.
- d. All case management clients will receive a comprehensive assessment to determine specific problems and needs. The assessment requires a face-to-face interview with the consumer (and family/other supports as appropriate), and must be conducted in the consumer’s residence.
- e. Case management client files will contain a standardized intake form consistent with the requirement mandated by the California Department of Aging, complete functional and psychosocial assessments, and an individualized care plan completed within two weeks of assessment. Care plans will be updated minimally at six-month intervals to reflect changes in status and goals.
- f. Case managers will arrange and coordinate services as determined by consumers individual care plans. Such services may be provided by formal service providers or family caregivers.
- g. Case managers will contact consumers within one week of initial service, and at least monthly thereafter to assure timeliness and satisfaction with services. Monitoring may be done by phone or home visit at the discretion of the case manager. Volunteers and interns may perform monitoring under the supervision of a case manager.



- h. Case management programs will demonstrate the capacity to distinguish between consumers needing only short-term service arrangement or coordination and those in need of comprehensive case management.
  - i. Case management programs will provide assistance with out-of-home placement when independent living is longer an appropriate option.
3. **Information and Assistance:** A service for older individuals that (A) provides individuals with information on services available within their communities; (B) links individuals to the services and opportunities that are available; (C) to the maximum extent practicable, establishes adequate follow-up procedures to ensure clients are satisfied. Maximum extent practicable includes providing a follow-up call to all individuals who were linked to a service. [22 CCR § 7527-§ 7527].

**The Service Unit of Measure is 1 Contact.**

**The AAA Maximum Reimbursement Rate is \$17 per Service Unit.**

- a. I&A agencies with internal capacity to serve non-English speaking callers will be a priority for this RFP.
- b. I&A staff will assess the individual needs of vulnerable older individuals with the objective of helping them identify resources to maintain maximum independence and dignity in their home environment, remove barriers to economic and personal independence, and afford a continuum of care.
- c. I&A agency staff will provide information on available community resources, programs and services that are relevant and appropriate to the needs identified in the assessment process.
- d. I&A agency staff will provide follow up to link individuals to the services and opportunities available to the maximum extent practicable to ensure that they have obtained services. This includes offering a follow-up call to all individuals referred to a service.
- e. I&A agency staff will have procedures for assisting individuals with limited English language skills. These may include referring such calls to alternative I&A agencies with the needed language competency, explicitly identifying staff with specific language skills, and use of professional translation and interpretation services.

- f. I&A agency staff will be familiar with federal, state, and local rules related to benefits and services for immigrants, including information on citizenship classes. I&A agency staff will have considerable knowledge in the following program areas: Medicare, Medi-Cal, Supplemental Security Income (SSI), Qualified Medicare Beneficiary (QMB), In-Home Supportive Services (IHSS), Energy Assistance and other discount programs for seniors, transportation related programs, housing programs, etc.
  - g. I&A agencies will normally be staffed and open for business Monday through Friday between the hours of 8:00 AM- 5:00 PM. Assistance may be provided by phone, in person or by home visits. Notice of the availability of services, with contact numbers, will be published in the region(s) where services are provided.
  - h. I&A agency staff will participate in the AAA I&A Roundtable meetings held bi-monthly.
4. **Transportation:** Coordinate and provide transportation to eligible individuals from one location to another. May include travel vouchers and transit passes.  
**The Service Unit of Measure is 1 One-Way Trip.**  
**The AAA Maximum Reimbursement Rate is \$17 per Service Unit.**
5. **Legal Assistance:** Legal advice, counseling, and representation for eligible individuals by an attorney is a member in good standing of the California State Bar or other person acting under the supervision of such an attorney.  
**The Service Unit of Measure is 1 Hour.**  
**The AAA Maximum Reimbursement Rate is \$50 per Service Unit.**
- a. Legal Assistance services include:
    - (1) Income Maintenance (Supplemental Security Income (SSI) and Social Security)
    - (2) Health Care (Medi-Cal, Medicare, Qualified Medicare Beneficiary (QMB), Long Term Care Issues, and Private Health Insurance.
    - (3) Housing (tenant rights, evictions, foreclosures)
    - (4) Elder Abuse (financial, physical, emotional)

- (5) Incapacities (managing affairs, counseling, Durable Power of Attorney/health care)
  - (6) Counseling on Wills and Estate Planning
  - (7) Other Legal Services as Appropriate
- b. Legal Assistance Service Providers shall, with the approval of the AAA, set priorities for the categories of cases for which it will provide assistance in order to concentrate on eligible individuals with the greatest economic need. The provider will give preference to eligible individuals with no other options, provided needed legal services are within the service areas above.
- c. Proposals must include a plan for the provision of Legal Assistance services at out-stations in the community (e.g., senior centers, senior housing complexes, nutrition sites, etc.) or via electronic medium.
- d. Service units are to be distributed in the four geographical areas as follows: North County-47%, Central County-25%, South County-19%, and East County-9%. To accomplish this, the County, in its sole discretion, may coordinate contracts so that different bidders are selected and/or assigned to different geographical areas.
- e. The Legal Assistance Service Provider shall file the CDA 1022 California Legal Services Quarterly Report with the AAA. The CDA 1022 shall be filed electronically by the 7th working day in October, January, April, and July.
6. **Cash/Material Aid:** Arrange for and provide assistance to eligible individuals in the form of commodities, surplus food distribution, emergency cash assistance, and vouchers. Each type of assistance provide is a service unit.  
**The Service Unit of Measure is 1 Assistance.**  
**The AAA Maximum Reimbursement Rate is \$10 per Service Unit.**
7. **Health:** Provide activities such as medication management, health screening, physical fitness, therapy, and hospice to assist eligible individuals to improve or maintain physical health and secure necessary medical, preventive health, or health maintenance services.  
**The Service Unit of Measure is 1 Hour.**  
**The AAA Maximum Reimbursement Rate is \$40 per Service Unit.**

- a. Health screening, therapy, and hospice must be provided by a qualified health professional licensed for the service(s) to be provided or by a paraprofessional supervised by a such professional.
  - b. Services covered by Medicare, Medi-Cal, or other health insurance are excluded.
  - c. Medication management means activities that facilitate safe and effective use of prescription and over-the-counter drugs.
  - d. These activities may include medication screening and education to an individual and/or the caregiver to prevent incorrect medication administration and adverse drug reaction.
  - e. Primary activities are normally on a one-to-one basis; if done as a group activity, each activity shall be reported in hourly service units.
8. **Telephone Reassurance:** Telephone eligible individuals identified by County to provide contact and safety checks to reassure and support older individuals. Each call is to be a minimum of 15 minutes, unless ended earlier by the individual called.
- The Service Unit of Measure is 1 Contact.**  
**The AAA Maximum Reimbursement Rate is \$17 per Service Unit.**
- a. With approval from County, eligible individuals met the criteria and who were served by the program in independent settings, but who must be placed in an “out-of-home setting,” may continue to receive telephone reassurance calls if approved in writing by the County.
  - b. Telephone Reassurance may be carried out by trained volunteers under the supervision and management of agency staff (“Friendly Visitor Volunteers”). If a pool of volunteers is to be used, proposals must incorporate a discussion either of current methods used for recruitment, screening, and training of volunteers, or a plan for such activity. The proposal must also discuss methods that will be used to monitor and supervise volunteers placing the calls.
  - c. If a Bidder is providing Telephone Reassurance services funded from another source, justification must be presented for seeking these funds

- for the same service. The Bidder must present a plan that clearly adds additional volunteers, who, in turn, will visit/call additional eligible individuals in need of these services. The Bidder must be able to show data collection capabilities sufficient to track eligible individuals and units of service separately.
- d. Service activity must consist of each eligible individual receiving at least one phone call every week.
  - e. A face-to-face assessment interview utilizing technology (i.e., videoconferencing) will be conducted with each eligible individual requesting Telephone Reassurance. **This task shall not be designated to a volunteer.**
  - f. The project manager or coordinator shall make matches of eligible individuals with Friendly Visitor Volunteers to ensure that the match is compatible. **This task shall not be designated to a volunteer.**
9. **Adult Day Care:** Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a twenty-four-hour day. **The Service Unit of Measure is Per Person Per Hour. The AAA Maximum Reimbursement Rate is \$12 per Service Unit.**
- a. Services offered in conjunction with adult day care/adult day health typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health.
  - b. All Adult Day Care Providers must conform with requirements of the California Adult Day Health Care Act [1570 - 1596.5].
  - c. Adult Day Care is a “registered service” under the Older Americans Act (OAA), requiring eligible individual level data be entered into the Social Assistance Management System (SAMS) database by the 15th calendar day following the month of service, which must be completed as part of the services. Contractors delivering these Registered Services are also required to pay annual licensing fees to access SAMS, and to have all eligible individuals assessed on an annual basis, which shall be the financial responsibility of the Contractor.

- d. The Contractor shall provide services through centers that will operate a minimum of three (3) days per week and provide service a minimum of six (6) hours per day, excluding the time involved in transporting eligible individuals to and from the center.
- e. Eligible individual files will contain a standardized intake form consistent with the requirement mandated by the California Department of Aging (CDA), complete functional and psychosocial assessments, and individualized care plans. Care plans will be updated as needed to reflect changes in status and goals.
- f. Contractors must either provide transportation or help families arrange transportation.
- g. Hot noon meals shall be provided for or arranged and nutritious breakfasts and snacks shall be provided as appropriate.

## **Service Category #2. Emergency Family Caregiver Support Services**

The Family Caregiver Support Program (FCSP) is designed to provide supportive services to family caregivers or grandparents (or older individuals who are relative caregivers). FCSP is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers.

The FCSP includes two distinct programs, **FCSP Caring for the Elderly**, and **FCSP Caring for Child**. Each of these programs is separated into five distinct services categories. The descriptions for most services are the same for both programs. One service category, "Access Assistance", has unique descriptions for the Elderly and Child, as noted below. Services shall be targeted to eligible caregivers throughout Alameda County; especially those providing caregiving to hard to reach or underserved populations. Eligible caregivers and care receivers shall be those individuals newly identified as in need of service or known individuals for whom new or additional services are to be provided. Services provided under FCSP may not supplant any existing services. Services are available solely to non-paid caregivers, and no direct payments to eligible caregivers

may be made. For all tasks and services, social distancing measures must be taken in accordance with guidance from the Center for Disease Control (CDC) and County Public Health Officer. For each type of service, the Alameda County Area Agency on Aging (AAA) maximum reimbursement is identified.

1. **Information Services:** The provision of public information on caregiving and/or community education on caregiving, including information about available services.

**The Service Unit of Measure is 1 Activity.**

**The AAA Maximum Reimbursement Rate is \$1,120 per Service Unit.**

Allowable services under this category include the following:

- a. Public Information on Caregiving - An FCSP Information Service designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems (*e.g. quarterly newsletter*).

2. **Access Assistance (for the Elderly and Child):** The provision of caregiver outreach, caregiver information and assistance, and caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available.

**The Service Unit of Measure is 1 Contact.**

**The AAA Maximum Reimbursement Rate is \$17 per Service Unit.**

Allowable services under this category include the following:

- a. Caregiver Information and Assistance - An FCSP Access Assistance service that provides caregivers with information on services available within the communities, including caregiving information related to assistive technology and caring for eligible individuals at risk for institutional placement; links caregivers to the services and opportunities that are available within the communities; and to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).

3. **Support Services:** The provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and caregiver case management.

**The Service Unit of Measure is 1 Hour.**

**The AAA Maximum Reimbursement Rate is \$75 per Service Unit.**

Allowable services under this category include the following:

- a. Caregiver Counseling – An FCSP Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of support needed for stress, depression, and loss as a result of caregiving responsibilities. This service (A) may involve his or her informal support system; (B) may be individual direct sessions and/or telephone consultations, and (C) may address caregiving-related financial and long-term care placement responsibilities;
  - b. Caregiver Support Group – An FCSP Support Service provided to a group of 3 - 12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving, and to improve decision-making and problem-solving skills related to their caregiving responsibilities.
  - c. Caregiver Case Management – An FCSP Support Service provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances here caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.
4. **Respite Care:** The provision of a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, rather than a pre-established set amount offered on a “first come, first served” waiting list basis. **Respite Care** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.

**The Service Unit of Measure is 1 Hour.**

**The AAA Maximum Reimbursement Rate is \$30 per Service Unit.**

Allowable services under this category include the following:



- a. Respite In-Home Personal Care – An FCSP Respite Care service that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.
  - b. Respite Home Chore – An FCSP Respite Care service that includes an appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities;
  - c. Respite Out-of-Home Day Care – An FCSP Respite Care service where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities.
  - d. Respite Out-of-Home Overnight Care – An FCSP Respite Care service where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.
5. **Supplemental Services:** The provision of caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts. Supplemental Services shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child. Supplemental services should be provided in coordination with an assessment by a trained professional, and eligible individuals will be encouraged to participate in supplemental services.
- The Service Unit of Measure is 1 Device and Occurrence.**  
**The AAA Maximum Reimbursement Rate is \$650 per Service Unit, which includes a maximum of \$150 for Professional Assessment and Education and a maximum of \$500 for the cost of Assistive Devices.**

Allowable services under this category include the following:

- a. Assistive Devices for Caregiving – An FCSP Supplemental Service that involves the purchase, rental and/or service fee of any equipment or product system (ranging from a lift chair or bathtub transfer bench to an

electronic pill dispenser or emergency alert fall prevention device) in order to facilitate and fulfill caregiving responsibilities.

### **Service Category #3. Emergency Nutrition Services**

Emergency Nutrition Services provide meals and socialization to older adults in congregate settings such as senior centers and/or meals to frail older adults in their homes. The purpose of the program is to respond to the COVID-19 Emergency and maintain or improve the physical and social well-being of individuals 60 years of age or older. For all tasks and services, social distancing measures must be taken in accordance with guidance from the Center for Disease Control (CDC) and County Public Health Officer. For each type of service, the Alameda County Area Agency on Aging (AAA) maximum reimbursement is identified.

1. **Emergency Brown Bag/Grocery Delivery:** Emergency Brown Bag services are provided in response to the COVID-19 pandemic to deliver groceries to older adults in their homes. The program is purposed to 1) Increase availability and accessibility of surplus produce and food products to target populations and under-served areas; 2) Improve availability and accessibility to receipt of surplus produce and other food products through continued program development that promotes independence and quality of life and its maintenance for older adults living on low incomes; 3) Collaborate with and provide technical assistance to other agencies that are involved with providing and/or insuring safe, edible, an wholesome food to the public.

**The Service Unit of Measure is 1 Delivered Bag of Groceries.**

**The AAA Maximum Reimbursement Rate is \$10 per Service Unit, including the groceries.**

- a. The Brown Bag Program shall give both surplus and unmarketable edible fruits and vegetables, and other unsold food products to low-income elderly people on a regular basis. This program serves people 60 years of age and older who are low income.
- b. Contractor shall comply with the California Retail Food Code (CRFC) and AAA Nutrition Policy and Procedure Manual.
- c. Contractor shall identify the Brown Bag Program as a completely separate program or as an easily identifiable part of a larger program that provides surplus food products to older adults.

- d. Contractor may suggest but shall not require any Brown Bag Program eligible individual to make a contribution or donation. Regardless, no eligible individual shall be denied bags of food, receive lower quality or quantity food, or be dropped from the program if he or she declines to contribute. However, voluntary contributions and donations from Brown Bag Program eligible individuals are welcome and shall be recognized as program income.
- e. Contractor shall provide a variety of agricultural foods and other food products and provide as many different foods with nutritional value for an optimum nutritious balance of foods represent the food pyramid.
- f. Contractor shall provide sufficient amounts of these nutritious foods for the preparation of several well-balanced meals after each distribution.
- g. Contractor shall receive surplus food products for distribution to low-income elderly persons in two ways:
  - (1) Food is gleaned by volunteers, who are mostly elderly individuals, and/or;
  - (2) Food is donated from farmers, warehouses, packaging companies, retail food chain stores, etc.

2. **Emergency Nutrition Services – Congregate Meals (Title C-1):** Emergency Congregate Nutrition services are provided in response to the COVID-19 Emergency to eligible individuals who would normally come to a congregate setting and consist of the procurement, preparation, transporting and serving of culturally appropriate meals, as well as nutrition education.

**The Service Unit of Measure is 1 Meal distributed to a Congregate Eligible Individual.**

**The AAA Maximum Reimbursement Rate is \$10 per Service Unit.**

- a. Eligible individuals shall receive at least one meal per day. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRIs) in compliance with the Dietary Guidelines for Americans and must be OAA Title III C and Title 22 guidelines, unless stated otherwise herein.
- b. Meals must be produced at a Hazard Analysis Critical Control Point (HACCP) compliant kitchen with valid health permit and current health

inspection status from the Environmental Health Division of the City of Berkeley or the Alameda County Department of Environmental Health for and comply with the *California Retail Food Code (CRFC)*. Caterers/Kitchens must provide the business address and present proper documentation showing they meet this requirement.

- c. Monthly menus will be submitted to the AAA at least 6 weeks prior to use and conform to all Title III C regulations and all additional nutrition standards stated herein, including Exhibit F *Minimum Menu Requirements & Nutrition Standards*, with links to CRFC and AAA Nutrition Policy and Procedures Manual.
- d. Contractor must utilize a Registered Dietitian to ensure that the regulations noted in Title 22 are satisfied.
- e. Contractor will provide the AAA with all recipes proposed, in HACCP format. A menu analysis approved by a registered dietitian shall be done to ensure compliance with dietary guidelines. Meals may be rejected by the AAA if they do not meet specifications. Possible reasons for rejection may but are not limited to: inadequate portion sizes, missing meal components, unauthorized substitutions, or use of recipes or products without the prior approval of the AAA.
- f. All substitutions for approved menu items must be authorized by the Contractor's Registered Dietitian. Failure to obtain authorization may result in a partial or total disallowance of payment to Contractor for all affected meals
- g. The Contractor will be responsible for the purchase, maintenance, repair, and storage of all raw food, food supplies, non-food supplies, kitchen equipment, and transport and temperature control equipment to prepare all meals in bulk pans, operate a kitchen site and fulfill all contract requirements
- h. The AAA must be notified within 10 days of changes in administrative staff for all Contractor and any other providers
- i. The Contractor will not enter into subcontracts for any of the work under the contract without first obtaining written approval from the AAA

- j. Menus will be culturally appropriate
- k. Meals are to be prepared and delivered so that eligible individuals will have a meal at least five days a week. Multiple meals may be distributed at a time
- l. Meals will be delivered to the meal sites at times mutually agreed upon by contracting agencies and AAA. Delivery locations may be added or deleted through negotiations with appropriate agencies and approval from the AAA. Adequate back-up plans will be in place so that personnel/vehicle emergencies do not disrupt program services. Time elapsed from preparation to meal service will not exceed two hours for meals that are distributed hot, or three hours for meals that are distributed chilled. Frozen meal must remain frozen throughout the delivery process. All meals providers must keep documentation of kitchen production and distribution time and temperatures. Foods which in the opinion of the AAA dietitian are normally served either hot or cold must be delivered at temperatures that ensure that hot food is at least 135°F and that cold food is under 41°F at the time of service
- m. The Contractor will inform eligible individuals that the meals program may not be fully funded by the CARES Act and that they will be asked to contribute. All contributions are to be voluntary and anonymous. Project income from eligible individual donations in excess of the budgeted level is to be used to expand or support the meal service
- n. The Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the Contractor's site
- o. Ethnic meals will be available in neighborhoods with a high concentration of the ethnic-specific target population
- p. Program staff or dietitians of the AAA staff will have the right to inspect the food production kitchen at any time and without notice. All authorized representatives of Alameda County, the State or Federal government will have the right to inspect, review, and audit kitchens, food production areas, serving areas, packing and storage areas, equipment, and all records relating to meals purchased or produced and the performance of Contractor regarding meals

- q. A chemical analysis of any food provided by the Contractor may be made by the AAA at any time. The Contractor is liable for the cost of analysis if the finding discloses that the food does not comply with meal or health regulations
  - r. The Contractor will have a ServSafe Certified person provide oversight at each meal site and ensure that all safety and sanitation control standards are met at the site
  - s. Contractors are encouraged to use environmentally sound practices and products in the meal service operation and delivery
  - t. Quarterly in-service trainings for all staff and volunteers, approved by AAA RDN are required. Volunteers must receive ongoing training. In-service training for staff and volunteers may be conducted via written materials or remotely, and must include a training evaluation
  - u. The California Health and Safety Code, Division 2. Licensing Provisions, Chapter 3., Article 2., Section 1522 (b)(1)(D) requires background checks for employees and volunteers working with the elderly population. All volunteers and staff must have a background check cleared by the Contractor before engaging in the program.
3. **Emergency Nutrition Services – Home Delivered Meals (Title C-2):** The goal of Emergency Home Delivered nutrition services is to maintain or improve the physical and social well-being of eligible individuals through appropriate nutrition services. Emergency Home Delivered nutrition services are provided in response to the COVID-19 Emergency to eligible individuals who are homebound by reason of illness, disability, or are otherwise isolated, and have no safe, healthy alternative for meals. Home delivered meals consist of the procurement, preparation, service and delivery of culturally appropriate meals and nutrition education.
- The Service Unit of Measure is 1 Delivered Meal.**
- The AAA Maximum Reimbursement Rate is \$10 per Service Unit.**
- a. Eligible individuals shall receive at least one meal per day. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRIs) in compliance with the Dietary Guidelines (See Exhibit F for *Minimum Menu*

*Requirements & Nutrition Standards*, and for links to CRFC and AAA Nutrition Policy and Procedures Manual).

- b. Meals will be prepared and delivered daily, Monday through Friday, or other days as mutually agreed upon with AAA. Meals will be delivered hot or chilled unless otherwise approved by the AAA, except those designated as County Holidays and/or other days as mutually agreed upon. Weekend and holiday meals will be available, either as cold or frozen, and must meet Title III C guidelines. Menu planning shall be in accordance with Older Americans Act, state and local standards
- c. Home delivery routes will include all geographic areas within Alameda County designated in the contract. Adequate back-up plans will be in place so that personnel/vehicle emergencies do not disrupt program services
- d. The California Health and Safety Code, Division 2. Licensing Provisions, Chapter 3., Article 2., Section 1522 (b)(1)(D) requires background checks for employees and volunteers working with the elderly population. All volunteers and staff must have a background check cleared by the Contractor before engaging in the program.
- e. Time elapsed from preparation to meal service will not exceed two hours for meals delivered hot and will not exceed three hours for meals delivered chilled. Foods which, in the opinion of the AAA dietitian, are normally served either hot or cold must be delivered at temperatures that ensure that hot food is at least 135°F and that cold food is under 41°F at the time of delivery
- f. Contractor should provide ethnic meals whenever possible in neighborhoods with a high concentration of the ethnic-specific target population
- g. Contractor must utilize a Registered Dietitian to ensure that the regulations noted in Title 22 are satisfied. A menu analysis shall be performed by a Registered Dietitian to ensure compliance with the one-third (1/3) of the Dietary Reference Intakes (DRI) as described in this RFP. The AAA will treat all contractor recipes in a confidential manner. Meals may be rejected by the AAA if they do not meet specifications. Possible reasons for rejection include but are not limited to: inadequate portion

sizes, missing meal components, unauthorized substitutions, or use of recipes or products without the prior approval of the AAA

- h. Meals must be produced at a HACCP compliant kitchen with valid health permit and current health inspection status from the Environmental Health Division of the City of Berkeley or the Alameda County Department of Environmental Health for and comply with the *California Retail Food Code (CRFC)*.
- i. Each Home Delivered Meals Contractor shall assess the level of need for home delivered nutrition services of each eligible individual per the specifications in Exhibit G of this RFP and the contract awarded. Assessment will consist of:
  - (1) An initial determination of eligibility which may be accomplished by telephone.
  - (2) A written assessment shall be done within two (2) weeks of beginning meal service.
  - (3) An older individual eligible to receive home delivered meals shall be assessed for need for nutrition-related supportive services and referred as necessary.
  - (4) Reassessment of need shall be determined quarterly.
- j. Provide written instructions in the language of the majority of the eligible individuals for handling and re-heating of the meals
- k. Establish a waiting list for home delivered meals whenever the Contractor is unable to provide meals to all eligible individuals. The decision to place eligible individuals on a home delivered meals waiting list, and their position on such a list, shall be in accordance with Exhibit G, *Home Delivered Meals Assessment Criteria and Priority Ranking Guidelines*.
- l. Comply with the *California Retail Food Code* and their local health department regarding safe and sanitary preparation and service of meals



- m. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and eligible individual safety
- n. When it is known or reasonably suspected that an eligible individual has been the victim of abuse, report the abuse to the authorities in accordance with Section 15630, Welfare and Institutions Code
- o. Monthly menus will be submitted to the AAA at least 6 weeks prior to use and conform to all Title III C regulations and all additional nutrition standards stated herein, including Exhibit F for *Minimum Menu Requirements & Nutrition Standards* and the *California Retail Food Code* and *AAA Nutrition Policy and Procedures Manual*.
- p. All substitutions for approved menu items will be authorized by the Contractor's Registered Dietitian in advance. Failure to obtain authorization may result in a partial or total disallowance of payment to Contractor for all affected meals
- q. The Contractor will be responsible for the purchase, maintenance, repair, and storage of all raw food, food supplies, non-food supplies, kitchen equipment, and transport and temperature control equipment to prepare all meals in bulk pans, operate a kitchen site and fulfill all contract requirements
- r. The AAA must be notified within 10 days of changes in administrative staff for all Contractor and any providers
- s. The Contractor will not enter into subcontracts for any of the work under the contract without first obtaining written approval from the AAA
- t. Menus will be culturally appropriate
- u. Contractors are encouraged to use environmentally sound practices and products in the meal service operation and delivery
- v. Quarterly in-service trainings for staff and volunteers, approved by AAA RDN must be provided. Volunteers must receive ongoing training. In-service training for staff and volunteers may be conducted via written materials or remotely, and must include a training evaluation

4. **Emergency Nutrition Education (Title C-1 and C-2):** Bidders selected to provide Emergency Congregate and/or Home Delivered Nutrition Services are mandated to also provide Emergency Nutrition Education to eligible individuals. Funding for Nutrition Education is included in the Congregate Nutrition (C-1) and Home Delivered (C-2) program award. Nutrition Education is a program to promote better health by providing regularly scheduled, accurate, language-appropriate, and culturally sensitive nutrition, diet, physical fitness, or health promotion (as it relates to nutrition) information and instruction to eligible individuals in a group or individual setting.

**The Service Unit of Measure is 1 Session per Eligible Individual.**

The Emergency Congregate Nutrition Minimum Service Standard is equal to the annual total number of contracted meals divided by 250 (annual serving days), then multiplied by four (quarters). The Emergency Home Delivered Nutrition Minimum Service Standard is equal to the Annual total number of contracted meals divided by 250 (annual serving days), then multiplied by 10 (months).

- a. Nutrition Education programs and materials are to be approved by a qualified dietitian/ nutritionist and overseen by a Dietitian or individual of comparable expertise.
- b. Nutrition education shall be provided a minimum of four (4) times per year to eligible individuals at each congregated meal site and a minimum of ten (10) times annually in the home delivered meal program. Printed materials may be used as the sole nutrition education component.
- c. Monthly Nutrition education can now be completed as written information on the back of menus.

#### **Service Category #4. Emergency Health Promotion Services**

The Health Promotion Program (Title IIID) supports programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Chronic diseases and conditions such as heart disease, stroke, cancer, diabetes, obesity, and arthritis are among the most common preventable health problems. Many older adults experience limitations in activities due to such conditions. Title IIID evidence-based health promotion programs provide adults with techniques and strategies to delay and/or manage chronic health conditions and include activities that promote; improved nutrition, emotional and social well-being,

physical fitness and fall prevention. For all tasks and services, social distancing measures must be taken in accordance with guidance from the Center for Disease Control (CDC) and County Public Health Officer. Funding is limited to the evidence-based group exercise programs below. For each type of service, the Alameda County Area Agency on Aging (AAA) Maximum Reimbursement Rate is identified.

**The Service Unit of Measure is 1 Contact.**

**The AAA Maximum Reimbursement Rate is \$12 per unit.**

Allowable services under this category include the following:

1. **Enhance Fitness:** An Evidence-Based Group Physical Activity program designed to improve the overall functional fitness and well-being of older adults. Each participant in each class shall be counted as one contact unit. Enhance Fitness Program Implementation must include:
  - a. 12-week course duration
  - b. 2+ sessions per week
  - c. 1 hour per session
  - d. Maximum 25 group participants per session
2. **Tai Chi: Moving for Better Balance:** An Evidence-Based Group Physical Activity program designed to improve balance, strength and physical performance for older adults to reduce fall frequency. The program utilizes 8 Tai Chi forms that focus on weight shifting, postural alignment, coordinated movements and synchronized breathing in addition to slow, low-impact movements that progress from easy to more difficult and emphasize weight-shifting and postural alignment. Each participant in each class shall be counted as one contact unit. Tai Chi: Moving for Better Balance Program Implementation must include:
  - a. 12-week course duration
  - b. 2+ sessions per week
  - c. 1 hour per session
  - d. Maximum 15 group participants per session
3. **A Matter of Balance:** An Evidence-Based Group Physical Activity program designed to reduce fall risk, reduce fear of falling, improve falls self-management,

improve falls self-efficacy, and promote physical activity. Emphasizes practical coping strategies to reduce fear of falling and teach fall prevention strategies. Structured group intervention activities include group discussion, problem-solving, skill building, assertiveness training, videos, sharing practical solutions and exercise training. Each participant in each class shall be counted as one contact unit. A Matter of Balance Program Implementation must include:

- a. 8-week course duration
- b. 1-2 sessions per week
- c. 2 hours per session
- d. 8-14 group participants per session

#### **Service Category #5. Emergency Ombudsman Services**

**Ombudsman:** Long-Term Care Ombudsman services are provided to ensure the rights and entitlements of individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio- economic status or area of residence [OAA Sections 102(35), 321(a)(10), WIC 9701(b)] by investigating and resolving complaints and initiating corrective action where necessary.

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

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

Services shall be targeted to older residents of North, Central, South, and East Alameda County (Alameda, Albany, Berkeley, Emeryville, Oakland, Piedmont, Ashland, Castro Valley, Cherryland, Fairview, Hayward, San Leandro, San Lorenzo, Fremont, Newark, Union City, Dublin, Livermore, and Pleasanton) in response to the COVID-19 public health emergency.

Office of the State Long-Term Care Ombudsman (OSLTCO) establishes minimum attainment and exemplary performance benchmarks annually.

Contractor's program, consistent with federal and state statutes and regulations applicable to Title VII and policies and procedures established by the Office of the State Long-Term Care Ombudsman (OSLTCO), shall:

1. Enhance Ombudsman program complaint investigation procedures and processes during the COVID-19 public health emergency to address complaints related to abuse, neglect, and/or poor care;
2. Resume in-person visitation at such time as visitation is permitted under applicable federal, state, or local public health orders;
3. Conduct education and outreach on abuse and neglect identification and prevention during the COVID-19 public health emergency to residents, their families, and facility staff;
4. Maximize resident access to LTCOP representatives to the greatest extent feasible under applicable federal, state, or local public health orders by enabling and ensuring travel by LTCOP representatives. Continue purchase and use of Personal Protective Equipment to combat or prevent against COVID-19;
5. Continue purchase of technology, as needed;
6. Enable participation in state-level "strike teams" to address complaints related to care and neglect; and
7. Provide information and assistance on transitions from long-term care facilities to community-based home care settings consistent with section 712(a)(3) of the Older Americans Act.

D. SPECIFIC REQUIREMENTS

1. Virtual Service Hours: In response to the Covid-19 Pandemic, virtual service hours may be observed, allowing service provision via an online platform such as Zoom or Microsoft Teams.

2. Service locations must be situated in or be accessible to concentrations of consumers in the greatest social and economic need.
3. Providers must demonstrate the ability to reach out to targeted populations.
4. Participant income information may not be used to limit or deny services.
5. Programs must utilize the views of participants when evaluating the effectiveness of services received.
6. All proposals for OAA funds shall conform to all applicable provisions of laws and regulations, including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, and applicable Federal or State regulations.
7. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers.
8. Successful applicants must have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County AAA Grievance Resolution Policy. All contractors will post and advise clients of their complaint resolution process.
9. All contractors are required to attend Provider Meetings scheduled by the AAA.
10. All contractors must have a written Emergency Operations Plan that can be activated in an emergency. The plan shall include 1) preparation of the facility 2) training for all staff, volunteers and participants in the agency's emergency operations plan, and 3) fire safety preparations.
11. Provide the County of Alameda, AAA, State of California, CDA, and Federal AoA officials access to financial and other records pertaining to the program encompassed by the contract.
12. Provide Federal Tax Identification Number to the AAA.
13. Submit monthly program and expenditure reports in the prescribed format by the date due and maintain statistical and financial data in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.
14. Submit final financial and program reports no later than thirty (30) days following the end of the contract period.

15. Comply with all federal, state, and local rules, regulations and policies, including, but not limited to, Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133, Federal Code of Regulations [45CFR§1321.63 - §1321.71], [45CFR§75] and California Title 22 [22CCR§7500-7716]. The cited State and federal regulations, relevant OMB regulations, Policy Manuals, and other Program Memorandum may be viewed by searching online for the cited regulations, or by calling the AAA office for assistance.
16. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.
17. Prior to awarding a contract to any for-profit entity, the California Dept. of Aging (CDA) must also review and approve the contractor's bid proposal.
18. Within the first 90 days of the contract, all contractors must have written personnel policies and procedures, written job descriptions for all staff involved in the project, and a written Emergency Preparedness Plan.
19. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending \$750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first (2CFR 200 512).

**E. DELIVERABLES / REPORTS / RESULT BASED ACCOUNTABILITY**

Different reports will be required based on the services being provided. These reports include but are not limited to:

1. For services related to meals:
  - a. Report weekly COVID-19 meal counts
  - b. Report monthly "as served" menus
  - c. Report monthly menus for review and approval in advance

- d. Report data to AAA in the requested format and frequency
2. Submit monthly invoices
3. Seek approval for capital equipment over \$5,000
4. Contractors must participate in AAA's Contractor meetings.
5. Contractors will submit monthly electronic reports by the 15<sup>th</sup> calendar day of the month following the end of the month of service, and where required enter participant and service unit data into SAMS, or other software or web-based applications, as specified in the Specific Requirements section of this RFP.
6. Each program is required to maintain documentation for all program and client information submitted to AAA. Programs are expected to make every effort to submit requested data in a manner that conforms to the format required by the AAA, and meets the requirements detailed in Exhibit D of this RFP.
7. The Social Services Agency has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? and Is anyone better off? The RBA framework establishes a partnership between the service provider and SSA. The performance measures and the deliverables are described below. A link to further information on RBA can be found at: <http://www.raguide.org/>.
  - a. How much was done?
    - (1) Contractor will meet 95% of its program specific Service Unit requirements.
    - (2) Deliverable: Contractor will submit monthly reports to AAA documenting the number of Performance Units completed.
  - b. How well was it done?
    - (1) Contractor will maintain ongoing compliance with all program specific service and legal requirements, as described in the Scope of Work and Appendices of this RFP, for the duration of the contract.
    - (2) Deliverable: Contractor will host site visits and provide proof of



compliance documentation as required by the AAA.

c. Is anyone better off?

(1) Goals of the programs will be considered met, and clients better off, if contractor meets its 95% Service Unit requirements.

(2) Deliverable: Contractor will submit monthly reports to AAA documenting the number of Performance Units completed.

F. NETWORKING / BIDDERS CONFERENCES

1. Potential applicants are strongly encouraged, but not required, to attend one of the Bidders Conferences indicated in the Calendar of Events.

Please RSVP your attendance to [AAARFP@acgov.org](mailto:AAARFP@acgov.org).

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

7. All 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:

Jennifer Stephens-Pierre, Director  
Alameda County, Area Agency on Aging  
E-Mail: [AAARFP@acgov.org](mailto:AAARFP@acgov.org) (subject line: RFP No. ARPA-2023)

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

## **II. COUNTY PROCEDURES, TERMS, AND CONDITIONS**

### **G. EVALUATION CRITERIA / SELECTION COMMITTEE**

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

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

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

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

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

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

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

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

|   |                |  |
|---|----------------|--|
| 0 | Not Acceptable | Non-responsive, fails to meet RFP specification. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in disqualification of proposal. |
| 1 | Poor           | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.                                |
| 2 | Fair           | Has a reasonable probability of success, however, some objectives may not be met.  |

|   |                         |  |
|---|-------------------------|--|
| 3 | Average                 | Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members. |
| 4 | Above Average / Good    | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.  |
| 5 | Excellent / Exceptional | Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.              |

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

The Evaluation Criteria and their respective weights are as follows:

|           | <b>Evaluation Criteria</b>   | <b>Weight</b> |
|-----------|--|---------------|
| <b>A.</b> | <b>Completeness of Response:</b><br>Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. | Pass/Fail     |
| <b>B.</b> | <b>Debarment and Suspension:</b><br>Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov/SAM/">www.sam.gov/SAM/</a> .  | Pass/Fail     |
| <b>C.</b> | <b>Relevant Experience:</b><br>Bidder shall be regularly and continuously engaged in the business of providing supportive services to older adults for at least four years.  | Pass/Fail     |
| <b>D.</b> | <b>Letter of Transmittal:</b><br>The <i>Letter of Transmittal</i> shall include a brief summary of Bidder’s experience, community involvement, volunteer program, including recruitment, training, supervision and recognition, and facilities for providing the proposed service, and   |               |

|           | <p>a brief synopsis of the highlights of the proposal’s overall benefits to the County.</p> <p style="text-align: center;"><b>Maximum Length:</b> 3 pages</p> <p style="text-align: right;"><b>Section Subtotal:</b></p>   | <b>15 Points</b>   |                    |                    |               |  |  |  |  |  |  |  |  |                  |
|-----------|--|--------------------|--------------------|--------------------|---------------|--|--|--|--|--|--|--|--|------------------|
| <b>E.</b> | <p><b>Table of Key Personnel:</b></p> <p>1. This table must include the following information for all key personnel who will provide services to the program:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 30%;">Job Title/Position</th> <th style="width: 20%;">Total Agency % FTE</th> <th style="width: 25%;">Program % FTE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>2. In narrative form, please provide the following information for each key personnel listed in the table for # 1:</p> <ul style="list-style-type: none"> <li>a. The role that the staff person will fill in connection with the program;</li> <li>b. The staff person’s educational background; and</li> <li>c. The staff person’s related experience on similar projects, certifications, and merits.</li> </ul> <p style="text-align: center;"><b>Maximum Length:</b> There is no limit to the table. There is, however, a 1-page limit per individual personnel.</p> <p style="text-align: right;"><b>Section Subtotal:</b></p> | Name               | Job Title/Position | Total Agency % FTE | Program % FTE |  |  |  |  |  |  |  |  | <b>25 Points</b> |
| Name      | Job Title/Position   | Total Agency % FTE | Program % FTE      |                    |               |  |  |  |  |  |  |  |  |                  |
|           |  |                    |                    |                    |               |  |  |  |  |  |  |  |  |                  |
|           |  |                    |                    |                    |               |  |  |  |  |  |  |  |  |                  |
| <b>F.</b> | <p><b>Description of Proposed Services:</b></p> <p>The <i>Description of Proposed Services</i> shall describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in Section D (Specific Requirements) and Section E (Deliverables/Reports).</p> <p>1. Please indicate below the percentage of total clients to be served in each of the County’s geographic service areas (enter 0% for areas not served): North, South, East, Central, and/or Countywide.</p>   |                    |                    |                    |               |  |  |  |  |  |  |  |  |                  |

|                                  | <p>2. Using the following format, please describe in detail the service categories and units that you will provide.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 33%;">Service Category</th> <th style="width: 33%;"># Seniors Served</th> <th style="width: 33%;"># of Unit Measures</th> </tr> </thead> <tbody> <tr> <td>(e.g. Emergency Case Management)</td> <td>(e.g. 200 Seniors)</td> <td>(e.g. 500 hours)</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>3. Please provide a narrative description of how you will provide the proposed services. Describe the program’s overall goals, anticipated outcomes, measurable objectives, and key tasks including the key personnel responsible for achieving them.</p> <p>4. Explain any special resources, procedures, or approaches that make the services of Bidder particularly advantageous to the County.</p> <p>5. Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP. (Please note any requests for exceptions or clarifications MUST be identified on Exceptions and Clarification form below and the County is under no obligation to accept any exceptions or clarifications and any such exceptions and clarifications may be a basis for bid disqualification.)</p> <p style="text-align: right;"><b>Maximum Length:</b> 3 pages</p> <p style="text-align: right;"><b>Section Subtotal:</b></p> | Service Category   | # Seniors Served | # of Unit Measures | (e.g. Emergency Case Management) | (e.g. 200 Seniors) | (e.g. 500 hours) |  |  |  | <b>40 Points</b> |
|----------------------------------|--|--------------------|------------------|--------------------|----------------------------------|--------------------|------------------|--|--|--|------------------|
| Service Category                 | # Seniors Served   | # of Unit Measures |                  |                    |                                  |                    |                  |  |  |  |                  |
| (e.g. Emergency Case Management) | (e.g. 200 Seniors)   | (e.g. 500 hours)   |                  |                    |                                  |                    |                  |  |  |  |                  |
|                                  |  |                    |                  |                    |                                  |                    |                  |  |  |  |                  |
| <b>G.</b>                        | <p><b>Line-Item Budget:</b></p> <p>1. Using the instructions and template provided in Exhibit B, please submit a Line-Item Budget for this program.</p> <p>2. In narrative form, please describe your approach for deploying the most cost-effective program.</p> <p style="text-align: right;"><b>Maximum Length:</b> 2 pages</p> <p style="text-align: right;"><b>Section Subtotal:</b></p>  | <b>20 Points</b>   |                  |                    |                                  |                    |                  |  |  |  |                  |
|                                  | <b>Total</b>   | <b>100 Points</b>  |                  |                    |                                  |                    |                  |  |  |  |                  |

H. CONTRACT EVALUATION AND ASSESSMENT

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

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

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

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. The contractor shall be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked Bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

I. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all Bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by the Area Agency on Aging. The document providing this notification is the Notice of Intent to Award.

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

- a. The name of the Bidders being recommended for contract award; and
  - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.

3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

J. BID PROTEST/APPEALS PROCESS

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

1. Any bid protest by any Bidder regarding any other Bid must be submitted in writing to the County's SSA Finance Director, located at 1111 Jackson Street, Suite 103, Oakland, CA 94607, Fax: (510) 839-0748, Email: [AAARFP@acgov.org](mailto:AAARFP@acgov.org), before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
  - a. The bid protest must contain a complete statement of the reasons and facts for the protest.
  - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
  - d. The County Agency/Department will notify all Bidders of the protest as soon as possible.
2. Upon receipt of the written protest, SSA Finance Director, or designee, will review and evaluate the protest and issue a written decision. The SSA Finance Director, may, at their discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing date.



3. The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Bidder whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.
4. The decision of the SSA Finance Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the SSA Finance Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the SSA Finance Director's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the SSA Finance Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the SSA Finance Director shall not be considered under any circumstances by the SSA or the Auditor-Controller OCCR.
  - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
  - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the bid or, where appropriate, County contracting policies or other laws and regulations.
  - c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the SSA Finance Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the SSA Finance Director or department designee, and will determine whether to uphold or overturn the protest decision.

- d. The Auditor's Office may overturn the results of a bid process for ethical violations by SSA 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.
  - e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
5. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.
  6. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

K. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be fifteen months (July 1, 2023 – September 30, 2024). Funding for the contract is contingent upon availability of federal, state, and local funds.
2. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
3. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for three additional one-year terms at agreed prices with all other terms and conditions remaining the same.

L. QUANTITIES

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

M. PRICING

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

N. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section titled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the Bidders who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Awards may not necessarily be made to the Bidder with the lowest price. Partial awards may be made. Multiple awards in the same program category may be made.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. Any proposal/bids that contain false or misleading information may be disqualified by the County.
5. The County reserves the right to award to a single or multiple Contractors.

6. The County has the right to decline to award this contract or any part thereof for any reason.
7. Board approval to award a contract is required. The AAA may negotiate modifications to assure program requirements are covered before the contract is signed.
8. The selected proposal shall be made part of the contract, and the RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.
9. After award, if service levels are not being met, then the budget may be reduced to reflect actual current levels.
10. No contract funds shall be used to pay the salary or expenses for anyone engaged in lobbying activities.
11. The Community Based Organization (CBO) Master Contract terms and conditions are non-negotiable.
12. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template which can be found online at:  
[\[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP\]](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)

The template contains minimal Agreement boilerplate language only.

#### O. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain the Contractor's name, service period, service categories, County PO number, "remit to" address, preparer's name, telephone number,

budget line items as directed by the Area Agency on Aging and shall be accompanied by acceptable proof of delivery.

5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the PO.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

### III. **INSTRUCTIONS TO BIDDERS**

#### P. **COUNTY CONTACTS**

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

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

Contact Information for this RFP:

Jennifer Stephens-Pierre, Director  
Alameda County, Area Agency on Aging  
6955 Foothill Blvd, Suite 143  
Oakland, CA 94605  
E-Mail: [AAARFP@acgov.org](mailto:AAARFP@acgov.org)

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to **Alameda County Current Contracting Opportunities** [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view current contracting opportunities.

Q. SUBMITTAL OF BIDS

1. All bids must be SEALED and received at the Department of Adult and Aging by the time and due date specified in the Calendar of Events.

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

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

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

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

RFP No. ARPA-2023  
COVID-19 EMERGENCY SENIOR SERVICES  
Jennifer Stephens-Pierre, Director  
Alameda County, Area Agency on Aging  
6955 Foothill Blvd., Suite 143  
Oakland, CA 94605

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

3. Bidders are to submit one original hardcopy bid (i.e. Exhibit A – Bid Response Packet) along with all additional required documentation), with original blue ink signatures, plus ten copies of their proposal. Original proposal is to be clearly marked "ORIGINAL" and copies to be marked "COPY." All submittals should be printed on plain white paper and must be either loose leaf or in a 3-ring binder (NOT bound). It is preferred that all proposals submitted are printed double-sided. BIDDERS SHALL NOT MODIFY BID FORMS OR QUALIFY THEIR BIDS. BIDDERS

SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORMS OR ANY OTHER COUNTY-PROVIDED DOCUMENT.

4. No email (electronic) or facsimile bids will be considered.
5. All costs required for the preparation and submission of a bid shall be borne by Bidder.
6. Bidders are requested to email a Letter of Intent to submit a bid by February 3, 2023, one week prior to the bid due date (February 10, 2023). Bidders will not be penalized for not sending their Letter of Intent to submit a bid. Letters should be submitted via email to [AAARFP@acgov.org](mailto:AAARFP@acgov.org), ATTN: Jennifer Stephens-Pierre.
7. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
8. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
9. Each bid received, with the name of the Bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
10. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under

the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
12. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
14. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

R. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: [Alameda County Proprietary and Confidential Information Policies](https://gsa.acgov.org/do-business-with-alameda-county-proprietary-and-confidential-information-policies) [https://gsa.acgov.org/do-business-with-



[us/contracting-opportunities/policies-procedures/proprietary-confidential-information/](#) for more information.

S. ADDITIONAL REQUIRED DOCUMENTATION

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

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

**ORIGINAL** BID RESPONSE PACKETS for Nonprofit Agencies must also include:

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

# EXHIBIT A

## BID RESPONSE PACKET

### INSTRUCTIONS

- As described in the submittal of bids section of this RFP, Bidders are to submit one original hardcopy bid (i.e. Exhibit A – Bid Response Packet, including additional required documentation), with original **BLUE** ink wet signatures, plus ten copies marked “Copy.”
- All pages of the Bid Response Packet must be submitted in total with all required documents attached thereto; all information requested must be supplied; any pages of the Bid Response Packet not applicable to the bidder must still be submitted as part of a complete bid response, with such pages or items clearly marked “N/A” or the bid may be disqualified as incomplete.
- Bidders shall not submit to the County a re-typed, word-processed, or otherwise re-created or modified version of the Bid Response Packet or any other County-provided document unless instructed to do so. Modifications that Bidders are instructed to make include:
  - On the cover page of the Bid Response Packet, Bidders must replace the information in **BLUE** font (name of Bidding organization, primary contact name, etc.).
- All prices and notations must be printed in ink or typewritten; no erasures are permitted; errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed by person signing bid.
- Bidder must quote price(s) as specified in the RFP, including any addendums.
- Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.
- If a Bidder is making any clarifications or taking exception to policies or specifications of this RFP, these must be submitted on the *Exceptions, Clarifications, Amendments* form in order for the bid response to be considered complete.

Date of Submission

Name of Bidding Organization

Primary Contact Name

Primary Contact Title

Address 1

Address 2

City, State Zip Code

Phone Number

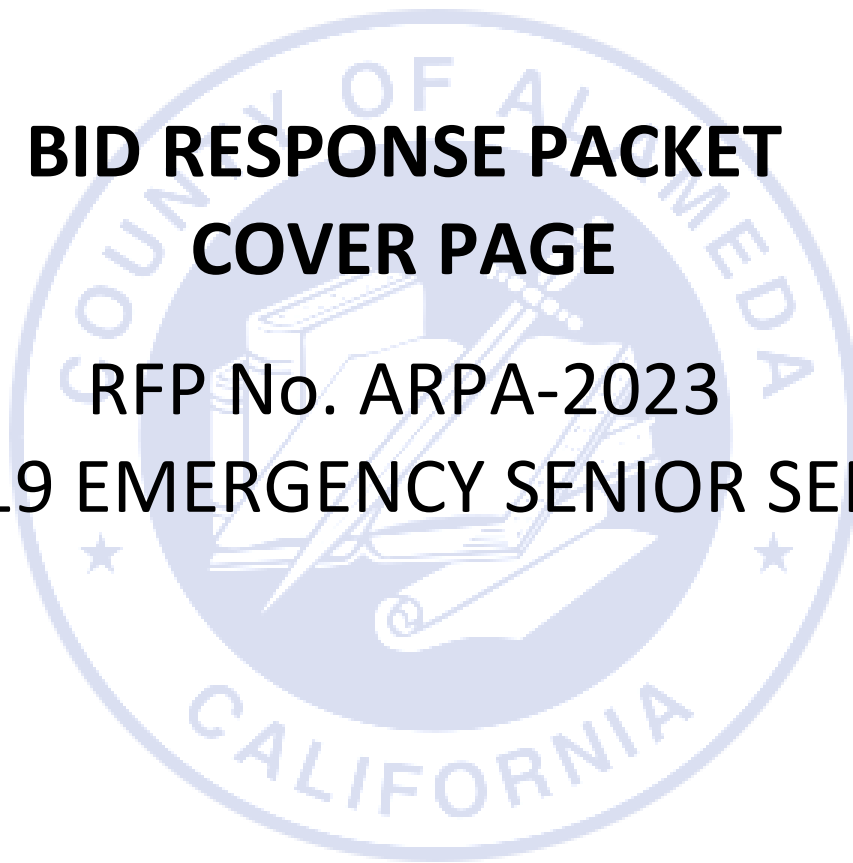
Email Address

Name of Service Proposed

**BID RESPONSE PACKET  
COVER PAGE**

RFP No. ARPA-2023

COVID-19 EMERGENCY SENIOR SERVICES



**RFP ARPA-2023 – COVID-19 EMERGENCY SENIOR SERVICES  
REQUIRED DOCUMENTATION AND SUBMITTALS CHECKLIST**

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

| <b>Response Format:</b> |   | <b>Check Boxes</b> |
|-------------------------|---|--------------------|
| <b>Item</b>             | <b>Specification</b>  | <b>✓ or ‘NA’</b>   |
| 1.                      | One (1) original proposal signed in <b>blue ink</b> with an authorized signature <i>and</i> marked “Original”   |                    |
| 2.                      | Ten (10) copies of the <i>signed</i> proposal, each set marked “Copy”   |                    |
| 3.                      | The “original” bid response is to be either loose-leaf or in a three (3)-ring binder, <b>not</b> bound.   |                    |
| 4.                      | Proposals must be printed on white 8 ½” by 11” paper. The font must be at least 12-point type in “Times New Roman” or equivalent font. <u>Lines shall be single-spaced.</u>   |                    |
| 5.                      | Table of Contents: Bid responses shall include a Table of Contents listing the individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections for each Item below, with additional tabs for each response to <i>Item #4. Bid Response Narrative and Budget.</i> |                    |

| <b>Response Elements:</b> |  | <b>Check Boxes</b> |
|---------------------------|--|--------------------|
| <b>Item</b>               | <b>Except for Item #4, all response elements should only be included <i>once</i> in your bid response.</b> | <b>✓ or ‘NA’</b>   |
| 1.                        | Required Documentation and Submittals Checklist – <b>signed original in blue ink</b>                       |                    |
| 2.                        | Bidder Information and Acceptance – <b>signed original in blue ink</b>                                     |                    |
| 3.                        | Bid Response Form (all questions completed as specified)   |                    |
| <b>4.</b>                 | <b>Bid Response Narrative and Budget</b>   | <b>See below</b>   |
| 5.                        | Organizational Chart   |                    |
| 6.                        | If a Non-Profit Agency; Non-profit determination letter (501[c][3])  |                    |
| 7.                        | If a Non-Profit Agency; Articles of Incorporation  |                    |
| 8.                        | If a Non-Profit Agency; Most recent Bylaws   |                    |
| 9.                        | If a Non-Profit Agency; Roster of Board of Directors   |                    |
| 10.                       | If a Non-Profit Agency; Copies of minutes of last two Board of Director meetings                           |                    |
| 11.                       | If an Adult Day Care provider; copy of current License or status of application                            |                    |

**Response Elements:**

**Check Boxes**

| Item | <p style="text-align: center;"><b>For Items 4a-4c and 5a-5b below,</b></p> <p style="text-align: center;"><b>Please provide a <i>separate set</i> of responses for <i>each</i> program/service that is checked under the following service categories:<br/>SUPPORTIVE SERVICES and NUTRITION</b></p> <p style="text-align: center;"><b>Please submit <i>one set</i> of responses for <i>all</i> programs/services that are checked under the following service categories:<br/>FAMILY CAREGIVER, HEALTH PROMOTION and OMBUDSMAN</b></p>  | ✓ or 'NA' |
|------|--|-----------|
| 4a.  | <p>Bid Response Narrative: Letter of Transmittal (maximum 3 page each)</p> <p><b>Supportive Services:</b><br/> <input type="checkbox"/>Homemaker   <input type="checkbox"/>Case Management   <input type="checkbox"/>I&amp;A   <input type="checkbox"/>Transportation   <input type="checkbox"/>Legal Assistance<br/> <input type="checkbox"/>Cash/Material Aid   <input type="checkbox"/>Health   <input type="checkbox"/>Telephone Reassurance   <input type="checkbox"/>Adult Daycare<br/> <input type="checkbox"/><b>Family Caregiver</b></p> <p><b>Nutrition:</b><br/> <input type="checkbox"/>Brown Bag   <input type="checkbox"/>Congregate   <input type="checkbox"/>Home-Delivered<br/> <input type="checkbox"/><b>Health Promotion</b><br/> <input type="checkbox"/><b>Ombudsman</b></p>             |           |
| 4b.  | <p>Bid Response Narrative: Table of Key Personnel</p> <p><b>Supportive Services:</b><br/> <input type="checkbox"/>Homemaker   <input type="checkbox"/>Case Management   <input type="checkbox"/>I&amp;A   <input type="checkbox"/>Transportation   <input type="checkbox"/>Legal Assistance<br/> <input type="checkbox"/>Cash/Material Aid   <input type="checkbox"/>Health   <input type="checkbox"/>Telephone Reassurance   <input type="checkbox"/>Adult Daycare<br/> <input type="checkbox"/><b>Family Caregiver</b></p> <p><b>Nutrition:</b><br/> <input type="checkbox"/>Brown Bag   <input type="checkbox"/>Congregate   <input type="checkbox"/>Home-Delivered<br/> <input type="checkbox"/><b>Health Promotion</b><br/> <input type="checkbox"/><b>Ombudsman</b></p>                                  |           |
| 4c.  | <p>Bid Response Narrative: Description of Proposed Services (maximum 3 pages each)</p> <p><b>Supportive Services:</b><br/> <input type="checkbox"/>Homemaker   <input type="checkbox"/>Case Management   <input type="checkbox"/>I&amp;A   <input type="checkbox"/>Transportation   <input type="checkbox"/>Legal Assistance<br/> <input type="checkbox"/>Cash/Material Aid   <input type="checkbox"/>Health   <input type="checkbox"/>Telephone Reassurance   <input type="checkbox"/>Adult Daycare<br/> <input type="checkbox"/><b>Family Caregiver</b></p> <p><b>Nutrition:</b><br/> <input type="checkbox"/>Brown Bag   <input type="checkbox"/>Congregate   <input type="checkbox"/>Home-Delivered<br/> <input type="checkbox"/><b>Health Promotion</b><br/> <input type="checkbox"/><b>Ombudsman</b></p> |           |

|     |   |  |
|-----|---|--|
| 5a. | Bid Response Narrative: Line-Item Budget (as specified in Exhibit B)<br><b>Supportive Services:</b><br><input type="checkbox"/> Homemaker <input type="checkbox"/> Case Management <input type="checkbox"/> I&A <input type="checkbox"/> Transportation <input type="checkbox"/> Legal Assistance<br><input type="checkbox"/> Cash/Material Aid <input type="checkbox"/> Health <input type="checkbox"/> Telephone Reassurance <input type="checkbox"/> Adult Daycare<br><input type="checkbox"/> <b>Family Caregiver</b><br><b>Nutrition:</b><br><input type="checkbox"/> Brown Bag <input type="checkbox"/> Congregate <input type="checkbox"/> Home-Delivered<br><input type="checkbox"/> <b>Health Promotion</b><br><input type="checkbox"/> <b>Ombudsman</b> |  |
| 5b. | Bid Response Narrative: Budget Narrative (maximum 2 pages each)<br><b>Supportive Services:</b><br><input type="checkbox"/> Homemaker <input type="checkbox"/> Case Management <input type="checkbox"/> I&A <input type="checkbox"/> Transportation <input type="checkbox"/> Legal Assistance<br><input type="checkbox"/> Cash/Material Aid <input type="checkbox"/> Health <input type="checkbox"/> Telephone Reassurance <input type="checkbox"/> Adult Daycare<br><input type="checkbox"/> <b>Family Caregiver</b><br><b>Nutrition:</b><br><input type="checkbox"/> Brown Bag <input type="checkbox"/> Congregate <input type="checkbox"/> Home-Delivered<br><input type="checkbox"/> <b>Health Promotion</b><br><input type="checkbox"/> <b>Ombudsman</b>      |  |

**Our agency certifies that all above requested information has been submitted for RFP No. ARPA-2023.**

Signature: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**RFP ARPA-2023 – COVID-19 EMERGENCY SENIOR SERVICES  
BIDDER INFORMATION AND ACCEPTANCE**

Official Name of Bidder: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Website: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Partnership

Limited Liability Partnership

Limited Liability Corporation

Non-Profit / Church

Sole Proprietor

Other: \_\_\_\_\_

Jurisdiction of Organizational Structure: \_\_\_\_\_

Date of Organizational Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Alameda County Supplier Identification Number (if applicable): \_\_\_\_\_

DIR Contractor Registration Number (if applicable): \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**RFP ARPA-2023 – COVID-19 EMERGENCY SENIOR SERVICES  
BIDDER INFORMATION AND ACCEPTANCE**

2. The undersigned declares and agrees that the Bid Documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits have been read and accepted.
3. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. ARPA-2023 – COVID-19 EMERGENCY SENIOR SERVICES.
4. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, general County requirements, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - **Debarment & Suspension Policy**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]
  - **Iran Contracting Act (ICA) of 2010**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]
  - **General Environmental Requirements**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]
  - **General Requirements**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]
  - **Proprietary and Confidential Information**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]
6. 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.
7. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.



8. Patent indemnity: Vendors who do business with the County shall 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 right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

**SIGNATURE:**  \_\_\_\_\_

Name/Title of Authorized Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**RFP ARPA-2023 – COVID-19 EMERGENCY SENIOR SERVICES**

**EXHIBIT A  
BID RESPONSE FORM**

**Bidder Name:** \_\_\_\_\_

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

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

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

Select the proposed service category and service(s) below:

**Service Category #1. Emergency Supportive Services**

Select proposed service categories and include your proposal specifics in chart below. Please provide a **separate** narrative and budget for **each** service selected below.

| SERVICES  | PROPOSED # SENIORS SERVED | PROPOSED # SERVICE UNITS | AMOUNT REQUESTED | TOTAL PROGRAM COST |
|---|---------------------------|--------------------------|------------------|--------------------|
| <input type="checkbox"/> Homemaker                |                           |                          |                  |                    |
| <input type="checkbox"/> Case Management          |                           |                          |                  |                    |
| <input type="checkbox"/> Information & Assistance |                           |                          |                  |                    |
| <input type="checkbox"/> Transportation           |                           |                          |                  |                    |
| <input type="checkbox"/> Legal Assistance         |                           |                          |                  |                    |
| <input type="checkbox"/> Cash/Material Aid        |                           |                          |                  |                    |
| <input type="checkbox"/> Health                   |                           |                          |                  |                    |
| <input type="checkbox"/> Telephone Reassurance    |                           |                          |                  |                    |
| <input type="checkbox"/> Adult Day Care           |                           |                          |                  |                    |

**Service Category #2. Emergency Family Caregiver Support Services**

Select proposed service categories and include your proposal specifics in chart below. Please provide **one** narrative and budget for **all** services selected below.

| SERVICES  | PROPOSED # SENIORS SERVED | PROPOSED # SERVICE UNITS | AMOUNT REQUESTED | TOTAL PROGRAM COST |
|---|---------------------------|--------------------------|------------------|--------------------|
| <input type="checkbox"/> Information Services:<br>Public Information on Caregiving  |                           |                          |                  |                    |
| <input type="checkbox"/> Access Assistance:<br>Caregiver Information and Assistance |                           |                          |                  |                    |
| <input type="checkbox"/> Support Services:<br>Caregiver Counseling                  |                           |                          |                  |                    |
| <input type="checkbox"/> Support Services:<br>Caregiver Support Group               |                           |                          |                  |                    |
| <input type="checkbox"/> Support Services:<br>Caregiver Case Management             |                           |                          |                  |                    |
| <input type="checkbox"/> Respite Care:<br>In-Home Personal Care                     |                           |                          |                  |                    |
| <input type="checkbox"/> Respite Care:<br>Home Chore                                |                           |                          |                  |                    |
| <input type="checkbox"/> Respite Care:<br>Out-of-Home Day Care                      |                           |                          |                  |                    |
| <input type="checkbox"/> Respite Care:<br>Out-of-Home Overnight Care                |                           |                          |                  |                    |
| <input type="checkbox"/> Supplemental Services:<br>Assistive Devices                |                           |                          |                  |                    |

**Service Category #3. Emergency Nutrition Services**

Select proposed service categories and include your proposal specifics in chart below. Please provide a **separate** narrative and budget for **each** service selected below.

| SERVICES  | PROPOSED # SENIORS SERVED | PROPOSED # SERVICE UNITS | AMOUNT REQUESTED | TOTAL PROGRAM COST |
|---|---------------------------|--------------------------|------------------|--------------------|
| <input type="checkbox"/> Brown Bag/Grocery Delivery |                           |                          |                  |                    |
| <input type="checkbox"/> Congregate Meals           |                           |                          |                  |                    |
| <input type="checkbox"/> Home Delivered Meals       |                           |                          |                  |                    |

**Service Category #4. Emergency Health Promotion Services**

Select proposed service categories and include your proposal specifics in chart below. Please provide **one** narrative and budget for **all** services selected below.

| SERVICES  | PROPOSED # SENIORS SERVED | PROPOSED # SERVICE UNITS | AMOUNT REQUESTED | TOTAL PROGRAM COST |
|---|---------------------------|--------------------------|------------------|--------------------|
| <input type="checkbox"/> Enhance Fitness                    |                           |                          |                  |                    |
| <input type="checkbox"/> Tai Chi: Moving for Better Balance |                           |                          |                  |                    |
| <input type="checkbox"/> A Matter of Balance                |                           |                          |                  |                    |

**Service Category #5. Emergency Ombudsman Services**

Select proposed service categories and include your proposal specifics in chart below. Please provide **one** narrative and budget for **all** services selected below.

| SERVICES                                    | PROPOSED # SENIORS SERVED | PROPOSED # SERVICE UNITS | AMOUNT REQUESTED | TOTAL PROGRAM COST |
|---|---------------------------|--------------------------|------------------|--------------------|
| <input type="checkbox"/> Ombudsman Services |                           |                          |                  |                    |

# EXHIBIT A

## BID RESPONSE NARRATIVE

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Letter of Transmittal; Table of Key Personnel; Description of Proposed Services; Exhibit B RFP Budget).

### LETTER OF TRANSMITTAL

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

**Maximum Length:** 3 pages

**Service Category # \_\_\_\_\_ and Service: \_\_\_\_\_**

The *Letter of Transmittal* shall include a brief summary of Bidder’s experience, community involvement, volunteer program, including recruitment, training, supervision and recognition, and facilities for providing the proposed service, and a brief synopsis of the highlights of the proposal’s overall benefits to the County.

## TABLE OF KEY PERSONNEL

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

**Maximum Length:** There is no limit to the table. There is, however, a 1-page limit per individual personnel.

**Service Category # \_\_\_\_\_ and Service: \_\_\_\_\_**

1. This table must include the following information for all key personnel who will provide services to the program:

| Name | Job Title/Position | Total Agency %<br>FTE | Program %<br>FTE |
|------|--------------------|-----------------------|------------------|
|      |                    |                       |                  |
|      |                    |                       |                  |
|      |                    |                       |                  |

2. In narrative form, please provide the following information for each key personnel listed in the table for # 1:
  - a. The role that the staff person will fill in connection with the program;
  - b. The staff person's educational background; and
  - c. The staff person's related experience on similar projects, certifications, and merits.

**DESCRIPTION OF PROPOSED SERVICES**

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

**Maximum Length:** 3 pages

**Service Category # \_\_\_\_\_ and Service:** \_\_\_\_\_

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

At minimum, the Bidder must include the following details:

- Please indicate below the percentage of total clients to be served in each of the County’s geographic service areas (enter 0% for areas not served):
  - North \_\_\_\_\_%
  - South \_\_\_\_\_%
  - East \_\_\_\_\_%
  - Central \_\_\_\_\_%
  - Countywide \_\_\_\_\_%

- Using the following format, please describe in detail the service category and units that you will provide.

| <b>Service Category</b>          | <b>Seniors Served</b> | <b># of Unit Measures</b> |
|----------------------------------|-----------------------|---------------------------|
| (e.g. Emergency Case Management) | (e.g. 200 Seniors)    | (e.g. 500 hours)          |
|                                  |                       |                           |
|                                  |                       |                           |

- Please provide a narrative description of how you will provide the services. Describe the program’s overall goals, anticipated outcomes, measurable objectives, and key tasks including the key personnel responsible for achieving them.
- Explain any special resources, procedures, or approaches that make the services of Bidder particularly advantageous to the County.
- Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP. (Please note any requests for exceptions or clarifications **MUST** be identified on the Exceptions and Clarification form below and the County is under no obligation to accept any exceptions or clarifications and any such exceptions and clarifications may be a basis for bid disqualification.)

## **LINE-ITEM BUDGET AND NARRATIVE**

**Instructions:** This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Line-Item Budget** and **Narrative** description for this program.

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

**Maximum Length:** 2 pages



## EXHIBIT B

# BUDGET INSTRUCTIONS AND TEMPLATE

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

Using the instructions and template provided in Exhibit B, please submit a separate Line-Item Budget for **each** service category and/or service for which a separate bid is required.

### BUDGET COMPLETION INSTRUCTIONS

#### General:

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

#### Excel Budget Form:

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

**RFP ARPA-2023 – COVID-19 EMERGENCY SENIOR SERVICES**

**EXHIBIT B  
RFP BUDGET TEMPLATE**

Name of Bidder: \_\_\_\_\_

Service Category # \_\_\_\_\_ and Service: \_\_\_\_\_

|   | Total<br>Project<br>Budget (1) | % to<br>Total<br>Income (2) | Total<br>Agency<br>Budget (3) | % to<br>Total<br>Income (4) |
|---|--------------------------------|-----------------------------|-------------------------------|-----------------------------|
| <b>REVENUE/INCOME SOURCES:</b>            |                                |                             |                               |                             |
| AAA Funding Requested                     | -                              | 0.0%                        | -                             | 0.0%                        |
| Client Contributions                      | -                              | 0.0%                        | -                             | 0.0%                        |
| In-Kind Support                           | -                              | 0.0%                        | -                             | 0.0%                        |
| Other Income:                             | -                              | 0.0%                        | -                             | 0.0%                        |
|   | -                              | 0.0%                        | -                             | 0.0%                        |
|   | -                              | 0.0%                        | -                             | 0.0%                        |
| <b>Total Income</b>                       | <b>-</b>                       | <b>0.0%</b>                 | <b>-</b>                      | <b>0.0%</b>                 |
| <b>EXPENSES:</b>                          |                                |                             |                               |                             |
| Salaries and Employee Benefits            | -                              | 0.0%                        | -                             | 0.0%                        |
| Services and Supplies                     | -                              | 0.0%                        | -                             | 0.0%                        |
| Capital Equipment (Any item over \$5,000) | -                              | 0.0%                        | -                             | 0.0%                        |
|   | -                              | 0.0%                        | -                             | 0.0%                        |
|   | -                              | 0.0%                        | -                             | 0.0%                        |
| <b>Total Expenses</b>                     | <b>-</b>                       | <b>0.0%</b>                 | <b>-</b>                      | <b>0.0%</b>                 |
| <b>Excess of Revenue Over Expenses</b>    | <b>-</b>                       | <b>0.0%</b>                 | <b>-</b>                      | <b>0.0%</b>                 |

## EXHIBIT C

# INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet, the Bidder agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and an *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 this RFP:

**SEE NEXT PAGE FOR COUNTY OF ALAMEDA  
MINIMUM INSURANCE REQUIREMENTS**

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

| <b>TYPE OF INSURANCE COVERAGES</b> |   | <b>MINIMUM LIMITS</b>   |
|------------------------------------|---|---|
| <b>A</b>                           | <b>Commercial General Liability</b><br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability  | \$1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage             |
| <b>B</b>                           | <b>Commercial or Business Automobile Liability</b><br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| <b>C</b>                           | <b>Workers' Compensation (WC) and Employers Liability (EL)</b><br>Required for all contractors with employees   | WC: Statutory Limits<br>EL: \$100,000 per accident for bodily injury or disease   |
| <b>D</b>                           | <b>Professional Liability/Errors &amp; Omissions</b><br>Includes endorsements of contractual liability  | \$1,000,000 per occurrence<br>\$2,000,000 aggregate                               |
| <b>E</b>                           | <p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PROFESSIONAL LIABILITY, PERSONAL AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>- 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.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Alameda County Social Services/Contracts Office, 1111 Jackson Street, 1<sup>st</sup> Floor, Oakland, CA 94607<br/>Attn: Insurance Unit</li> <li>- With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)</li> </ul> </li> </ol> |   |

## **EXHIBIT D**

# **DATA REPORTING REQUIREMENTS**

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

All contractors are required to submit a monthly electronic MIS report (AAA186) by the 15<sup>th</sup> calendar day of the month following the end of the month of service.

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

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

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

## EXHIBIT E

# EMERGENCY PREPAREDNESS

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

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

#### A. FACILITY PREPARATION

1. Prepare all furniture, appliances and other free standing objects so that they are adequately secured.
2. Move heavy items to lower shelves in closets and cabinets.
3. Check cabinet doors to be sure they can be closed securely.
4. Remove or isolate flammable materials.
5. Clearly mark gas and water shut-off valves and post legible instructions on how to shut off each one.
6. Maintain a conveniently located set of tools (including pipe and crescent wrenches) to facilitate prompt shut-off.
7. Place evacuation plan for facility in a position readily accessible to the public.
8. Indicate the location at each site where the following items, in working condition, can be found.
  - a. Portable radio and spare parts
  - b. First Aid supplies
  - c. Flashlights and spare batteries
  - d. Wrenches and other tools
  - e. Fire extinguishers

#### B. ASSIGNMENTS

1. Specific assignments should be given to staff for which they are responsible during an emergency. Recommended assignments would be provisions to check on program participants after a disaster, if feasible, and a contingency plan to continue program services.
2. Conduct an inventory of staff skills and of equipment to be used in a disaster response.

### **C. TRAINING PROVISIONS**

1. Training for all staff, volunteers and participants in the agency's Emergency Operations Plan.
2. Provisions to train staff and volunteers in First Aid and CPR.
3. Training for Earthquake Preparedness shall include:
  - a. Two documented earthquake drills per year
  - b. Procedures to assemble staff if no phones are working
  - c. Probability that no transportation, utilities (including telephone) or emergency services will be available for an undetermined time after a major quake
  - d. The importance of cooperating with public officials
  - e. How to inspect facilities for damage, water and gas leaks
  - f. How to check for injuries
  - g. Warning of the danger of cooking inside buildings
  - h. The probability of after shocks
  - i. Tuning in to a portable radio

### **D. FIRE SAFETY PROVISIONS**

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

### **E. OTHER RECOMMENDATIONS**

1. It is recommended that agencies store sufficient water for participants and staff likely to be detained at the site for up to 72 hours, or have plans to access water for 72 hours as needed.
2. It is recommended that agencies maintain a supply of nutritious snacks and/or other food in vermin-proof storage to support participants and staff likely to be detained for up to 72 hours.
3. It is recommended that agencies make provisions to check on program participants after a disaster.

## EXHIBIT F

# MINIMUM MENU REQUIREMENTS & NUTRITION STANDARDS

CDA strongly encourages service providers to continue to follow the Dietary Reference Intakes (DRI) and Dietary Guidelines for Americans (DGA) to the greatest extent possible during this time to maintain the health and manage chronic disease conditions of our eligible individuals. Pursuant to presidential approval on March 22, 2020 of the California Major Disaster Declaration under the Stafford Act, Title III service providers are given additional flexibility in providing disaster relief services until the Major Disaster Declaration has ended (end date has not been announced). These flexibilities also extend for meals provided using the American Rescue Plan Act (ARP) supplemental funding.

### MINIMUM MENU REQUIREMENTS

Menu planning must consider basic food characteristics and food combinations. Since the population to be served is relatively static, variety in menus and food preparation is particularly important. Menus should offer meals that retain optimum nutritional content while providing maximum flavor and appearance. Creative menus and food presentations are critical in order to provide variety and interest for the diner within the budget constraints of the program.

Meal providers must make every attempt to meet minimum requirements for facilities, food, and menus set forth in *Title 22 California Code of Regulations, Division 1.8, California Department of Aging* and the *California Retail Food Code (CRFC)* must be followed.

Each meal served must contain at least one-third of the current DRI as established by the Food and Nutrition Board, National Research Council-National Academy of Sciences whenever possible. Fractions of meals or snacks may not be counted even when such snacks cumulatively equal one third RDA.

While Congress provided for the waiver of DRIs and DGAs during the COVID-19 pandemic, they made it clear that ACL should encourage programs to provide nutritious meals when available. However, when meals that do not meet the DRIs/DGAs are unavailable, they encouraged ACL to urge programs to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual. **Under no circumstances should any meal be lower than 534 calories.**

Program providers must take steps to ensure each meal delivers 1/3 of the suggested caloric intake. The basic pattern of a normal diet should be followed. Individual problems of the eligible individual population, such as difficulty in chewing, special diet considerations, and limited mobility must be considered. Fixed habits and food preferences developed through many years may influence, but should not determine entirely, the meals planned for them. The menu planner must be aware of the problems particular to the local clientele.



All Title 22-mandated meal components must be included in meals. Nutrition providers should work with their RD to establish acceptable menu changes and substitutions that will allow flexibility to accommodate supply chain shortages, while still providing meals that meet nutritional guidelines.

Minimum meal requirements include the following:

- A minimum of 534 Calories
- A minimum of 15 grams of protein in the meal entrée (3 oz serving)
- At least 1/3 DRI for Vitamin C daily
- At least 1/3 DRI for Vitamin A three times per week
- Meal components must include: Entrée, Vegetable 1, Vegetable 2, Fruit Serving, Grain, Dairy/Alternate

Nutrition providers have flexibility in meeting dietary guidelines for sodium, fat, whole grain, and fiber during the COVID-19 pandemic. However, every attempt should be made to keep sodium under 1,000 mg and ensure at least 50% of grains are whole grain products.

## **CURRENT MINIMUM FOOD PURCHASE SPECIFICATIONS**

### **GENERAL PROVISIONS**

- Food must be attractive, palatable, and appealing to eligible individuals.
- Only commercially prepared foods may be used (see Nutrition Policies and Procedures manual, Part 24, for exceptions).

### **FOOD SPECIFICATIONS**

#### **1. Dairy Products:**

- Milk must be fortified with both Vitamins A and D
- Milk must be 1% fat or nonfat
- Milk must be served in 1/2 pint containers unless otherwise approved
- Cheese must not be processed, and must be USDA Grade A
- Cottage cheese and yogurt must be commercially prepared

#### **2. Bread or Alternate:**

- Must be enriched
- Wheat must be whole wheat

#### **3. Vegetables:**

- Fresh should be used whenever possible
- Frozen must be USDA Grade A for all graded vegetables
- Canned must be only Grade A (fancy)
- Only the following canned vegetables may be used: yams, corn, beans, tomatoes, and soup

#### 4. Fruits and Juices:

- Juices must be in commercially packed single service containers
- Juices must be full strength juice unless otherwise approved, not punch or a drink
- Fresh fruit should be used whenever possible; Grade USDA fancy or Grade 1 are acceptable
- Canned fruit must be packed in its own juice
- Canned fruits must be USDA Grade A (fancy), Grade B or Grade C acceptable for pie or cobbler only

#### 5. Condiments and Grocery Items:

- Must be served in single service packages
- Sauces and gravies must be low sodium whenever possible

#### 6. Eggs:

- Must be fresh, Grade A or AA

#### 7. Meats/Alternatives:

- Meat alternatives may be used no more than once a week
- All meat must bear a USDA Choice or Prime seal of acceptance
- Poultry products must be Grade A
- Ground beef must be less than 18% fat
- Pork products must be Grade No. 1
- Ham must be low salt
- Fresh or frozen seafood must be used, Grade B or better, packed under continuous inspection by the Department of the Interior; prepared products with breading must have a maximum of 1 oz. of breading in addition to the required 3 oz. of meat cooked

#### 8. Fats:

- No food containing artificial trans-fat even in yeast dough or cake batter may be used/stored/distributed by a food facility.
- Violations of this section under the *California Retail Food Code* are punishable by a fine Between \$25 and \$1,000.

Conformity to the above requirement will be assured by submitting to the AAA either detailed nutritional analysis along with the menus or by submitting menus planned using the following criteria;

1. All programs will comply with all specifications set forth in the RFP.
2. All programs will comply with *PSA 9 Nutrition Programs Policy, Minimum Menu Requirements*.
3. All meals on wheels eligible individuals will receive a menu before the start of each month.
4. Menus will be legible, easy-to-read and in the language of the eligible individual group.
5. Salt will not be used in the kitchen. Herbs and spices should be used to provide flavor.

6. The local program dietitian must approve all menu substitutions beforehand. A list of fruit and vegetables containing minimum allowable amounts of Vitamins A and C may be used after development from the local dietitian and approval from the AAA.

No Added Salt and Carbohydrate Controlled Diets should be able to be accommodated by the above menu guidelines. Eligible individuals may request that fruit be substituted for a sweet dessert or that the dessert not be sent; however, additional accommodations by programs are not required. All high sodium meals (> 1000 mg NA) must be noted on the menu and the eligible individual may request an alternative choice, either a frozen meal or two meals on the day before.

Renal Diets are considered therapeutic and will require approval from the health care provider/physician if they are offered by the local program.

### **Minimum Menu Requirements and Nutrition Standards**

The following standards and specifications are in addition to those required in Title 22 California Code of Regulations, Division 1.8, California Department of Aging and Program Memo-07-13 on the CDA website: [http://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code\\_of\\_Regulations/](http://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/) (Alameda County uses the Component Meal Pattern.) For more information, please check the Alameda County Area Agency on Aging Nutrition Policies and Procedures.

### **MINIMUM MENU REQUIREMENTS**

The menu is the focal point from which many functions and activities in a food service operation begin. Menu planning must consider basic food characteristics and food combinations. Since the population we serve is relatively static, variety in menus and food preparation is particularly important. Menus should offer meals that retain optimum nutritional content while providing maximum flavor and appearance. Creative menus and food presentations are critical in order to provide variety and interest for the diner within the budget constraints of the program.

All minimum requirements for facilities, food, and menus set forth in *Title 22 California Code of Regulations, Division 1.8, California Department of Aging* and the *California Retail Food Code (CRFC)* must be followed. Current minimum food purchase specifications are attached to this directive.

### **GENERAL PROVISIONS**

- Food must be attractive, palatable, and appealing to eligible individuals.
- Only commercially prepared foods may be used (see Nutrition Policies and Procedures manual, Part 24, for exceptions).

### **FOOD SPECIFICATIONS**

#### **1. Dairy Products:**

- Milk must be fortified with both Vitamins A and D
- Milk must be 1% fat or nonfat

- Milk must be served in 1/2 pint containers unless otherwise approved
- Cheese must not be processed, and must be USDA Grade A
- Cottage cheese and yogurt must be commercially packed

## **2. Bread or Alternate:**

- Must be enriched
- Wheat must be whole wheat

## **3. Vegetables:**

- Fresh should be used whenever possible
- Frozen must be USDA Grade A for all graded vegetables
- Canned must be only Grade A (fancy)
- Only the following canned vegetables may be used: yams, corn, beans, tomatoes, and soup

## **4. Fruits and Juices:**

- Juices must be in commercially packed single service containers
- Juices must be full strength juice unless otherwise approved, not punch or a drink
- Fresh fruit should be used whenever possible; Grade USDA fancy or Grade 1 are acceptable
- Canned fruit must be packed in its own juice
- Canned fruits must be USDA Grade A (fancy), Grade B or Grade C acceptable for pie or cobbler only

## **5. Condiments and Grocery Items:**

- Must be served in single service packages
- Sauces and gravies must be low sodium whenever possible

## **6. Eggs:**

- Must be fresh, Grade A or AA

## **7. Meats/Alternatives:**

- Meat alternatives may be used no more than once a week
- All meat must bear a USDA Choice or Prime seal of acceptance
- Poultry products must be Grade A
- Ground beef must be less than 18% fat
- Pork products must be Grade No. 1
- Ham must be low salt
- Fresh or frozen seafood must be used, Grade B or better, packed under continuous inspection by the Department of the Interior; prepared products with breading must have a maximum of 1 oz. of breading in addition to the required 3 oz. of meat cooked

## **8. Fats:**

- No food containing artificial trans fat even in yeast dough or cake better may be used/stored/distributed by a food facility.

- Violations of this section under the *California Retail Food Code* are punishable by a fine Between \$25 and \$1,000.

The basic pattern of a normal diet should be followed. Individual problems of the eligible individual population, such as difficulty in chewing, special diet considerations, and limited mobility must be considered. Fixed habits and food preferences developed through many years may influence, but should not determine entirely, the meals planned for them. The menu planner must be aware of the problems particular to the local clientele.

Menu planning must consider basic food characteristics and food combinations, including consideration of color/texture, consistency, shape, and flavor combinations. Since the populations served are relatively static, variety in menus and food preparation is particularly important. Menus must retain optimum nutritional content while providing maximum flavor and appearance.

- B. Each meal served will contain at least one-third of the current DRI as established by the Food and Nutrition Board, National Research Council-National Academy of Sciences. Fractions of meals or snacks may not be counted even when such snacks cumulatively equal one third RDA.
- C. Conformity to the above requirement will be assured by submitting to the AAA either detailed nutritional analysis along with the menus or by submitting menus planned using the following criteria;
  1. All menus will comply with the specifications set forth in *Title 22 Code of Regulations §7638.5*.
  2. Menus will comply with *CDA Program Memo 12-17*
  3. All programs will comply with all specifications set forth in the RFP.
  4. All programs will comply with *PSA 9 Nutrition Programs Policy, Minimum Menu Requirements*.
  5. Soup will be offered a minimum of once per week.
  6. Menus will be posted weekly in a spot conspicuous to eligible individuals at each congregate meal site, as well as in the preparation area.
  7. All meals on wheels eligible individuals will receive a menu before the start of each month.
  8. Menus will be legible, easy-to-read and in the language of the eligible individual group.
  9. Salt will not be used in the kitchen. Herbs and spices should be used to provide flavor.
  10. The local program dietitian must approve all menu substitutions beforehand. A list of fruit and vegetables containing minimum allowable amounts of Vitamins A and C may be used after development from the local dietitian and approval from the AAA.

No Added Salt and Carbohydrate Controlled Diets should be able to be accommodated by the above menu guidelines. Eligible individuals may request that fruit be substituted for a sweet dessert or that the dessert not be sent; however, additional accommodations by programs are not required. All high sodium meals (> 1000 mg NA) must be noted on the menu and the eligible individual may request an alternative choice, either a frozen meal or two meals on the day before.

Renal Diets are considered therapeutic and will require approval from the health care provider/physician if they are offered by the local program.

# EXHIBIT G

## HOME DELIVERED MEALS

### ASSESSMENT CRITERIA AND PRIORITY RANKING

ALAMEDA COUNTY (PSA 9)

Title 22, Division 1.8, California Department of Aging, § 7638.36 (c) states:

Requirements for Home Delivered Nutrition Services

Establish a waiting list for home delivered meals whenever the home delivered meal providers are unable to provide meals to all eligible individuals. The decision to place eligible individuals on a home delivered meals waiting list, and their position on such a list, shall be based on greatest need and/or in accordance with policy established by the home delivered meal provider, in consultation with the AAA.

- All funded meal Contractors must establish and keep a written waiting list, including name, address, and priority ranking, for all eligible individuals who are not able to be provided immediate service.
- At a minimum, potential eligible individuals must be contacted quarterly for a potential change in status and to keep the waiting list current and relevant.
- All eligible individuals put on a waiting list will be given alternative food option, using the AAA Food and Nutrition Resources and other local as resources.

Eligible individuals must meet criteria within a priority to qualify at that level of need. All eligible individuals must be homebound (unable to leave their home without assistance) to be eligible.

If an eligible individual is physically unable to receive meals at the front door and does not have caretaking support, the meals on wheels program should refer the eligible individual to IHSS, a skilled nursing, or other supportive care.

**Priority A      Urgent Need--must have at least two risk factors**

- lives alone, with no home care
- recently discharged from hospital (within last two weeks)
- confined to bed
- no access to meals (including no one to prepare food at home)
- low income (SSI or lower) with additional risk factors
- impaired in at least two of the following three Activities of Daily Living (ADL): transfer, eating, or walking

- impaired in at least two of three of the following Instrumental Activities of Daily Living (IADL): prepare meals, mobility indoors, shopping for personal items
- home in severe state of disrepair
- dementia / mental illness/ depression
- APS referral

**Priority B Significant Need--must have two or more risk factors**

- undependable help from a caregiver
- limited help from homemaker or family members (number of hours, extent of food preparation)
- physical/ emotional/mental illness with impaired ADLs or IADLs
- home is inadequately maintained
- unable to shop for food and/or prepare meals

**Priority C Qualifying Need**

- not consistently able to obtain adequate meals
- inadequate cooking facilities and food storage (i.e. non-functioning stove, no refrigeration)
- meal delivery to same address (i.e. high priority spouse receiving meals)
- frail and/or advanced age
- unable to shop for food and/or prepare meals



## EXHIBIT H

# EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

**Bidder Name:** \_\_\_\_\_

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

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

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

**EXHIBIT I**  
**DEBARMENT AND SUSPENSION CERTIFICATION**  
**(PROCUREMENTS \$25,000 AND OVER)**

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

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

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

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

BIDDER: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## EXHIBIT J

# ADDITIONAL CONTRACT PROVISIONS

## FEDERAL PROVISIONS

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

### I. General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

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

- a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- b. Meeting Contract performance requirements; or
- c. At a reasonable price.

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

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**(J) Access to Records.**

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

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

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**(1) Davis-Bacon Act**

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

**(2) Copeland “Anti-Kickback” Act**

- a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**EXHIBIT K**  
**CERTIFICATION REGARDING LOBBYING**  
(APPENDIX A, 44 C.F.R. PART 18)

**Certification for Contracts, Grants, Loans, and  
Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title