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

* The format of this RFP has been simplified.
* Only the following pages require signatures:

**Attachment No. 1 – Bid Response Packet**

Bidder Information and Acceptance page must be signed by Bidder.

Please read **Attachment No. 1** **– Bid Response Packet** carefully, **INCOMPLETE BIDS WILL BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date.



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL (RFP) No. 2023-SSA-TACT

**for**

Work Skills, Professional Development Training and Professional Consulting Services

|  |
| --- |
| **For complete information regarding this project, see RFP posted at** [**http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp**](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp)  **or contact the County representative listed below. Thank you for your interest!**  **Contact Person: Najia Osmani**  **Phone Number: (510) 267-9439**  **E-mail Address:** [**Nosmani@acgov.org**](mailto:Nosmani@acgov.org) |

**RESPONSE DUE**

**by**

**4:00 p.m.**

**on**

**April 11, 2023**

**at**

Alameda County Social Services Agency

Finance Division - **Contracts Office**

2000 San Pablo Avenue, 4th Floor, Suite 458A

Oakland, CA 94612

**Attention: Najia Osmani or Nicole Smith**

Description: Description: Description: branding.jpgAlameda County is committed to reducing environmental impacts across our entire supply chain.

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COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 2023-SSA-TACT

SPECIFICATIONS, TERMS & CONDITIONS

for

Work Skills, Professional Development Training and Professional Consulting Services

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**ATTACHMENTS**

ATTACHMENT NO. 1 – Bid Response Packet

EXHIBIT A - CBO MASTER CONTRACT

EXHIBIT B - EXCEPTIONS, CLARIFICATIONS, AMENDMENTS – INTENTIONALLY OMITTED

EXHIBIT C - INSURANCE REQUIREMENTS

# ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

|  |  |
| --- | --- |
| Bid | Shall mean a bidder’s response to this Request. |
| Bidder | Shall mean the specific person or entity responding to this RFP. |
| Board | Shall refer to the County of Alameda Board of Supervisors. |
| CalWORKs | Shall refer to California Work Opportunity and Responsibility to Kids. |
| CEU | Continuing Education Unit. |
| CSEC | Commercial Sexual Exploitation of Children (**CSEC**) |
| CSC | Shall refer to County Selection Committee. |
| Contractor | When capitalized, shall refer to selected bidder that is awarded a contract. |
| County | When capitalized, shall refer to the County of Alameda. |
| CDSS | California Department of Social Services. |
| CFR | Code of Federal Regulations. |
| Child Welfare Worker | Alameda County employees who provide services to help children; such as adoption placements, child welfare, foster arrangements, and protection of abused or neglected children. |
| CMIPS II | Case Management, Information and Pay rolling System. |
| Federal | Refers to United States Federal Government, its departments and/or agencies. |
| GA | General Assistance. |
| FY | Fiscal Year. |
| Labor Code | Refers to California Labor Code. |
| LGBTQIA+ | Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual or Ally and Other Non-heterosexual People. |
| IRS | Information, Referrals, and Support. |
| Proposal | Shall mean a bidder’s response to this RFP. |
| PO | Purchase Order. |
| Request for Proposal | Shall mean this document, which is the County of Alameda’s request for contractors’/bidders’ proposal to provide the goods and/or services being solicited herein; also referred herein as RFP. |
| Response | Shall refer to bidder’s proposal submitted in reply to RFP. |
| RFP | Request for Proposal. |
| RBA | Results-Based Accountability. |
| SLEB | Small Local Emerging Business. |
| SSA | Social Services Agency. |
| SOGIE | Sexual Orientation, Gender identity and Expressions. |
| State | Refers to State of California, its departments and/or agencies. |
| SWOT | Strengths, Weaknesses, Opportunities and Threats, an analytical framework that can help a company face its greatest challenges and find its most promising new markets. |
| TACT | Training and Consulting Team. |
| WTW | Welfare-to-Work. |
| WBA | Workforce and Benefits Administration Department. |
| WSPDTPCS | Work Skills, Professional Development Training, Professional Consulting Services. |

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions for Alameda County Social Services Agency (SSA) to seek proposals to provide Work Skills, Professional Development Training and Professional Consulting Services. The County intends to award a three (3) fiscal year contract (FY 2023/2024, FY 2024/2025, and FY 2025/2026) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the Request for Proposal (RFP) and meets the County’s requirements. Contract(s) will begin on July 1, 2023, and SSA may extend any contract entered as a result of this RFP for up to two (2) additional fiscal years.

The total amount of funding available for this RFP is $400,000 for the initial twelve (12) month period and $400,000 for each additional twelve (12) month award period. All contract awards are contingent upon receipt, by the County, of adequate Federal and State funding. All contracts will be performance-based, and earned amounts will be payable on a fee-for-service basis.

## SCOPE

Alameda County Social Services Agency seeks proposals from community-based organizations, as well as public or private, for-profit or non-profit agencies, to provide Work Skills, Professional Development Training and Professional Consulting Services (WSPDTPCS) beginning in Fiscal Year 2023/2024 for all levels of staff in the following four (4) departments and respective areas of focus:

1. Adult and Aging Services (Adult and Aging and Conservatorship).

2. Children and Family Services (Child Welfare).

3. Workforce Benefits Administration (Eligibility and Employment).

4. Administration and Finance (includes Program Integrity Division).

Work Skills, Professional Development Training and Professional Consulting Services are designed to improve employee skills by offering a comprehensive curriculum addressing training in general subjects, such as customer service, one-on-one coaching/professional consulting and SSA specific training in programs such as Medi-Cal, CalWIN, CalWORKs, CalFRESH, General Assistance, Welfare fraud, and Adult and Aging, as well as specific subjects that reflect the SSA mission (You may visit this link for SSA mission statement [alamedacountysocialservices.org](https://www.alamedacountysocialservices.org/about-us/index) ). The purpose of the training contract is to supplement the Training and Consulting Team (TACT) in the delivery of the SSA training program designed to meet or exceed State and Federal regulations and reinforce SSA’s strategic direction and core values.

## BIDDER QUALIFICATIONS

* + 1. Bidder shall be regularly and continuously engaged in the business of providing Work Skills, Professional Development Training and Professional Consulting Services for at least three years.
    2. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
    3. Bidder shall provide qualified instructors with relevant field experience.
    4. Bidder instructors will meet all SSA conduct and dress code requirements.

## SPECIFIC REQUIREMENTS

**A Maximum of One Hundred Twelve and a Half (112.5) Training Days** shall be required during the initial contract period of July 1, 2023 – June 30, 2024, and each additional 12-month period of the contract. An estimate of ten (10) to forty (40) participants will attend each training class. Training topics shall include, but shall not be limited to, interpersonal skills; communication skills; self-enhancement; career development; new employee orientation; supervisory development; leadership development; SSA specific programs such as Medi-Cal, CalWIN, CalWORKs, CalFRESH, General Assistance, Welfare fraud, Adult and Aging; and other program training as required. Training days will also be used for one-on-one coaching and professional consulting as required.

**Additional specific requirements include:**

1. Provide Work Skills and Professional Development Training Services as required according to the Proposed Training Plan, partial list below.

2. Provide Executive Summary for each class within five business days of request.

3. Provide Trainer Biography for all professionals providing training.

4. Upon selection of Vendor(s) and training module, the selected vendor(s) will provide the following within five business days of request unless otherwise agreed upon:

a. Lesson Plan

b. Curriculum and/or Syllabus

c. Training Material and Handouts

5. Provide all class information in a training announcement including any special language necessary to advertise the class (including Continuing Education Units (CEU’s) 30 days prior to the class start date.

6. Provide CEU’s as requested.

7. Participate in a monthly in-person meeting with TACT.

8. Provide a monthly report itemizing:

a. Trainings scheduled

b. Trainings completed

c. Running total of training days/hours used

d. Running total of training days/hours remaining

e. Compiled total of services by category

9. Arrange for the delivery of all training materials to the training site at least one day prior to training, or have the trainer bring all training materials on the day of training.

10. Provide all audio-visual equipment necessary for the training.

11. Provide a liaison to schedule, coordinate, and orient all training events.

12. Provide coordination and arrangements for special conferences, including provision of the site (if necessary), refreshments, trainers, and conference support. This must be confirmed within sixty (60) days of the event.

13. Submit TACT formatted class evaluations and class rosters to TACT within 30 days of the completed class – payment is tied to these tasks.

14. Participate in ongoing self-evaluation of the effectiveness of the training program and be amenable to evaluations by outside organizations, or TACT to make an independent evaluation of the training program.

15. Submit Invoices within 30 days of class completion.

Contractor is expected to utilize TACT specific Lesson Plan and Curriculum format for all Work Skills and Professional Development trainings. Once the contract is executed, the Contractor is expected to meet with TACT within 30 business days to coordinate calendar of training courses for the year and begin the collaborative planning of the trainings. SSA requires that the Contractor collaborate and maintain excellent, continuous, informative communication with TACT to ensure successful training implementation and outcomes.

**In partnership with the contractor, TACT will do the following:**

1. Coordinate all classes with Contractor.

2. Advertise classes by posting announcements on the TACT website and distributing information internally.

3. Create training class in Learning Management System.

4. Provide training site if and when available.

5. Ensure training sites are open by 8:00 a.m. unless a special request is made.

6. Provide the following equipment if available:

a. VCR/Monitor

b. Projection screen

7. Provide notification of cancelled classes at least one business day prior to the training date without payment penalty.

**Proposed Training Plan/Proposed Classes for this RFP will include subject matter from the course list as detailed below:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Work Skills and Professional Development Training Services** | | | |
| **A** | **Course Title:**  **Supervisor/Leadership Development - Including but not limited to the following classes:** | **Class Descriptions** | **Class Capacity Min -Max** |
| 1 | Art of Negotiation | Training that focuses on the skill of negotiation. Recognizing the need for all parties to understand that which is negotiable in order to move projects forward and get the maximum cooperation. | 10-25 |
| 2 | Coaching - The Relationship between staff and supervisor | Training that supports the coaching relationship between worker and supervisor. | 10-25 |
| 3 | Developing and Facilitating Meetings | Training that focuses on knowledge and skills needed to run a successful meeting. | 10-25 |
| 4 | Documenting Performance and Disciplinary Actions | Training or series that addresses progressive discipline to reduce poor employee performance. | 10-25 |
| 5 | Establishing Job Performance Criteria | Training or workshop that helps participants to clarify the job functions of various job classifications and clarify what constitutes below average, average and exceptional work. | 10-25 |
| 6 | Leadership Development Series | This program is intended to develop agency leadership. It is designed to promote expansive thinking and personal change necessary to move organizations in new directions. | 10-25 |
| 7 | Managing Change | Training that helps Supervisors and those in a leadership role manage the ongoing change in the workplace and remain productive. | 10-25 |
| 8 | Monitoring and Evaluating Job Performance | Training that helps participants understand the relationship of performance appraisals and established job performance standards. | 10-25 |
| 9 | Principles of Supervision | Training that provides supervisors the opportunity to review important principles of leadership and responsibilities. | 10-25 |
| 10 | Problem Solving Process for Supervisors | Training that helps supervisors learn effective techniques for identifying problems and making decisions; includes constructive feedback - both theory and skill building. | 10-25 |
| 11 | Projecting a More Professional Image | Training that is for staff who want to increase personal and agency effectiveness by projecting a more professional image with supervisors, colleagues and clients. | 10-25 |
| 12 | SWOT Training | Training or series of trainings that focus on the SWOT model- Strengths, Weakness, Opportunities and Threats. | 10-25 |
| 13 | Team Building - Geared toward Executive Team | Training or a series of trainings that focus on the senior management leadership and team building skills and emphasize the role that a leader plays in the Agency. | 10-25 |
| 14 | Training for those interested in becoming a supervisor | Training or series of trainings geared toward helping participants understand the role of the supervisor, the rewards and stresses of the job, and the skills and attributes needed to be a successful supervisor. | 10-25 |
| 15 | Understanding the Differences between Supervising, Managing and Leading | Training that seeks to address the differences between Supervising, Managing and Leading, and seeks to build skills toward that goal. | 10-25 |
| **B** | **Course Title:**  **Customer Services - Including but not limited to the following classes:** | **Class Descriptions** | 10-25 |
| 1 | Developing Professional Skills | Training that covers skills and techniques for dealing with clients and coworkers in a variety of circumstances. | 10-25 |
| 2 | Improving Interpersonal Dynamics | Training that will focus on the skills needed to develop effective working partnerships within the agency and community. | 10-25 |
| 3 | Interactive Interviewing | An interactive workshop that builds interviewing skills that focus more on clients than data. | 10-25 |
| 4 | Intervening in Adult Abuse and Neglect | Training that examines the indicators and dynamics of abusive families and presents intervention strategies for preventing and breaking the cycle of abuse and neglect of adults. | 10-25 |
| 5 | Motivational Interviewing | Training or series of trainings that offer both theory and skill building opportunities that support helping to motivate client/customers toward change. | 10-25 |
| 6 | Problem Solving and Conciliation Skills | Training that prepares case managers to anticipate and prevent participation problems and to work effectively with clients who fail to comply with CalWORKs requirements. | 10-25 |
| 7 | Service Excellence Series | Training that focuses on Customer Service both internal and external, theory and skill building. | 10-25 |
| 8 | Working effectively with families in difficult economic times | Training or series of trainings that offer workers practical skills for working effectively with families in difficult economic times. | 10-25 |
| 9 | Working more effectively with clients with disabilities including mental illness | Training focused on building skills to work more effectively with clients with disabilities including mental illness. | 10-25 |
| 10 | Working Together in a Multicultural Environment | Training that is intended to facilitate self-reflection and openness to cultural differences to assist the worker in applying this material to work with individuals and families. | 10-25 |
| **C** | **Course Title:**  **Career Development, including but not limited to the following classes:** | **Class Descriptions** | 10-25 |
| 1 | Collaborating with others | Training that explores ways to open paths among agencies, departments and programs for mutual support and collaboration. | 10-25 |
| 2 | Creating an Empowered Work Force | Training that focuses on challenges and rewards of creating an empowered workforce. | 10-25 |
| 3 | Data Analysis | Training that teaches the lay person how to read and evaluate data and interpret the impact to influence potential changes in practice. | 10-25 |
| 4 | Interviewing Skills | Training that presents techniques to help individuals prepare for and succeed in promotional interviews. | 10-25 |
| 5 | Individual Career Planning | Training or series of trainings that support employees’ career paths and help employees identify the paths to promotional opportunities. |  |
| 6 | Managing Organizational Change | Training that covers concepts and techniques for successfully leading others through the transition process brought about by significant change. | 10-25 |
| 7 | Project Management | Training that focuses on the process of project management. Understanding the lifecycle of a project - including useful tools. | 10-25 |
| 8 | Public Speaking/Presentation Skills | Training or series of trainings that will sharpen an individual’s presentation skills resulting in better communication. | 10-25 |
| 9 | Workflow Analysis | Training that covers strategies to improve workflow and identify problems in a work.  environment. | 10-25 |
| 10 | Working in Teams - Building and Motivating a Team | Training that covers the theory and practice of achieving high performance and working together as a team. | 10-25 |
| **D** | **Course Title:**  **Effective Job Performance/Self Care - Including but not limited to the following classes:** | **Class Descriptions** | 10-25 |
| 1 | Addressing issues of Disproportionality in Public Child Welfare | Training that focuses on issues of fairness and equity in public child welfare, understanding racial bias. Efforts to engage staff to recognize how their decisions and day to day practices impact disproportionality and disparities as well as how to change those practices to achieve better outcomes for families in Alameda County. | 10-25 |
| 2 | Adult Abuse, Neglect, and Exploitation | Training that examines the nature, types and indicators of abuse and neglect of adults. It also considers why elders and dependent adults often resist accepting services. | 10-25 |
| 3 | Attachment, Separation and Loss | Training that addresses issues of attachment, separation and loss. | 10-25 |
| 4 | Caseload Management | Training that is designed to improve a worker's use of time and caseload management techniques. | 10-25 |
| 5 | Child Sexual Abuse: Assessment and Intervention | Training that represents strategies, techniques and research to help child welfare practitioners effectively assess and treat child sexual abuse. | 10-25 |
| 6 | Court Report Writing for Child Welfare Workers | A skill-based training for Child Welfare Staff that is experiential and allows workers opportunity to practice trial skills and receive immediate feedback. | 10-25 |
| 7 | Crisis Intervention Techniques | Training that develops skills necessary for dealing with crisis situations. | 10-25 |
| 8 | Culturally Competent Case Management | Training that presents information about cultural and social diversity. | 10-25 |
| 9 | CSEC | Training or series of training that support workers to identify and support children and youth who may have been sexually exploited. | 10-25 |
| 10 | Dealing with Difficult People - Avoiding becoming Difficult | Training that is both theory- and skills-based that strengthens workers’ ability to work with external and internal (clients/customers) | 10-25 |
| 11 | Intimate Partner Violence and Child Maltreatment | Training that helps child welfare workers to be more responsive to domestic violence situations and the needs of all family members. | 10-25 |
| 12 | Intimate Partner Violence: Economic Benefits | Training that covers California Protocols for working with clients who are past or present victims of domestic violence. | 10-25 |
| 13 | Intimate Partner Violence: Impact on Child Welfare Service Delivery | Training that enhances social workers’ direct-practice skills with children that are the victims of domestic violence or have grown up or lived in a hostile or violent family situation. | 10-25 |
| 14 | Ethical and Professional Issues in Adult Services | Training that reviews the principles of adult protective services and considers areas where ethical and professional questions are likely to arise. | 10-25 |
| 15 | Intervention Techniques for Substance Abusers and Their Families | Training that approaches intervention in both conceptual and practical terms when the underlying factors for the family are substance abuse. | 10-25 |
| 16 | Issues Facing LGBTQIA+ Youth in Out of Home Care | Training or series of trainings that assist workers in having greater understanding of the experiences and challenges that face Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQIA+) youth in foster care. | 10-25 |
| 17 | Leading Job Search Workshops for Clients | Training that presents principles and techniques for increasing and maintaining clients' motivation and self-esteem during their job search. | 10-25 |
| 18 | Legal Writing Class for Appeals Officers | Training that is both theory- and skills-based that increases the writing skills of Appeals Officers in Social Services. | 10-25 |
| 19 | Multiethnic Placement Act/Interethnic Adoption Provisions | Training that gives participants a comprehensive understanding of the Multiethnic Placement Act (MEPA and Interethnic Adoption Provisions IAP). It covers key MEPA/IAP requirements and the compliance review process. | 10-25 |
| 20 | Permanency and Public Child Welfare | Training that gives participants an opportunity to explore some of the barriers to permanency for youth as well as practical strategies to assist youth in finding permanent lifelong connections. A class that focuses on how to talk to youth and families about permanence. | 10-25 |
| 21 | Personality Disorders | Training that provides an introduction to personality disorders of children, adolescents and adults (Depression, Anxiety, ADHD, Bipolar Disorder, and Schizophrenia) and the psychiatric medications usually prescribed for these conditions. | 10-25 |
| 22 | Preparing Youth for Emancipation | Training that helps workers prepare youth for Emancipation. | 10-25 |
| 23 | Preparing Youth for Reunification | Training that helps workers prepare youth for reunification. | 10-25 |
| 24 | Program Integrity (Welfare Fraud) Training | A series of trainings that cover the following topics: Intro to Welfare Fraud, Fraud Detection and Prevention Techniques, Detecting and Preventing Applicant Fraud, Fraud Confrontation Interviewing, and Altered and Forged Documents. | 10-25 |
| 25 | Providing Effective Court Room Testimony for Adult and Aging Services | Training that identifies the keys to successful courtroom testifying by demystifying and depersonalizing the adversarial process in order to improve both confidence and preparedness. | 10-25 |
| 26 | Recognizing Self Neglect in the Elderly | Training that focuses on managing the limitations, frustrations and expectations of the social worker in self-neglect cases. | 10-25 |
| 27 | Safety and Risk Assessment- for Child Welfare | Training or series of trainings that seek to assist workers in identifying safety and risk in the public child welfare. | 10-25 |
| 28 | Safety Organized Practice (SOP) | Training or series of trainings that support the SOP model in public child welfare. |  |
| 29 | SOGIE | Training or series of trainings that support the SOGIE (Sexual Orientation, Gender Identity and Expression) Model. |  |
| 30 | Substance Abuse | Training that is designed to provide an introduction to the primary concepts of chemical dependency treatment and how we as social workers are able to bridge the gap between treatment providers, our clients and ourselves. | 10-25 |
| 31 | Time Management and Workplace Organization | Training that will help participants achieve greater personal and work productivity through effective time management and organization skills. | 10-25 |
| 32 | Values and Ethics in Social Work | Training that focuses on the principles, philosophy and ethics of social work. Participants examine the values and ethics of social work practice. | 10-25 |
| 33 | Wellness in the Workplace | Training that presents wellness as an approach to health that can result in greater on-the-job effectiveness. | 10-25 |
| 34 | Working Effectively with Caregivers and Foster Parents | Training that provides workers with strategies and techniques to work effectively with caregivers and Foster Parents for the safety, well-being and permanency for the dependent youth in Alameda County. | 10-25 |
| 35 | Working Effectively with Relative/Non Related Extended Family Members | Training or series of trainings that provide child welfare workers with strategies and techniques to work effectively with Relative/Non Related caregivers for the safety, well-being and permanency for the dependent youth in Alameda County. | 10-25 |
| 36 | Working with Challenging and Resistant Clients | Training that presents strategies for dealing with challenging behaviors. | 10-25 |
| 37 | Working with the Developmentally Delayed | Training that is designed to promote effective outpatient mental health treatment for the developmentally disabled. | 10-25 |
| 38 | Writing Skills | Training that examines blocks to written communication. Participants learn to make all parts of their writing contribute to the desired effect. Beginning, Intermediate, Advanced and Business Writing. | 10-25 |
| 39 | Youth Engagement | Training or series of trainings that focus on the need for engaging youth involved in public child welfare. Making sure that the youth's voice is heard and that youth are active participants in whatever plans are made for their future. | 10-25 |

## DELIVERABLES / REPORTS

SSA has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures that 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?.

**How much was done?**

* + 1. Maintain a monthly register of Training Days used per fiscal year during the contract period.
    2. Provide a central point of contact person as the coordinator for this contract.
    3. Conduct Monthly update meetings between coordinator and SSA TACT Staff.
    4. Deliver the total training day allocation every fiscal year.
    5. Provide SSA with copies of all training materials and documents after training is conducted.
    6. Provide Training Material in SSA (TACT) specific formats for Lesson Plans, Trainers Guide and Student Handouts.
    7. Coordinate with TACT Administrative Team to create classes in SSA Learning Management System.
    8. Provide TACT with Signed Class Rosters, Class Evaluations, and training documents (Lesson Plans, Trainers Guide and Student Handouts) within one week after training is completed.

## **How well was it done?**

## Conduct evaluations of each training class using TACT evaluation sheet or TACT electronic evaluation process.

## **Who benefitted as a result of the work?**

To be determined by annual training needs analysis.

# CALENDAR OF EVENTS

|  |  |  |
| --- | --- | --- |
| **EVENT** | **DATE/LOCATION** | |
| Request Issued | **03/08/2023** | |
| Networking/Bidders Conference #1 | 03/16/2023 At 3:00pm | Team Meeting - Click on Link below:  <https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmZkYTY5MzUtZmUyYy00MjhiLWFmM2QtNGMzNzBhMDIwY2Iz%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22a6fca0a1-7a77-46a0-9c0f-a79130a17681%22%7d>  Meeting ID: 280 672 543 178  Passcode: aoTyut  **Or call in (audio only)** [+1 415-915-3950](tel:+14159153950,,530889106# ) / [(888) 715-8170](tel:8887158170,,530889106# ) Phone Conference ID: 530 889 106# |
| Networking/Bidders Conference #2 | 3/17/2023 At 2:00pm | Team Meeting - Click on Link below:  <https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWY1MmJmZWQtOGI4Zi00ZTNlLTliMDAtYmFlMDBkNGIxYThl%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22a6fca0a1-7a77-46a0-9c0f-a79130a17681%22%7d>  Meeting ID: 292 337 692 050  Passcode: LrZrLN  **Or call in (audio only)** [+1 415-915-3950](tel:+14159153950,,530889106# ) / [(888) 715-8170](tel:8887158170,,530889106# ) Phone Conference ID: 752 978 29# |
| Last Day to submit Written Questions | **by 5:00 p.m. on 03/17/2023** | |
| Addendum Issued | 03/23/2023 | |
| Response Due | **04/11/2023 by 4:00 p.m.** | |
| Evaluation Period | 04/12/23 to 04/28/23 | |
| Vendor Interviews | May 2023 | |
| Board Letter Recommending Award Issued | May/June 2023 | |
| Board Consideration Award Date | May/June 2023 | |
| Contract Start Date | July 1, 2023 | |

**Note**: Award and start dates are approximate.

It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions of this RFP. By the submission of a Proposal, Bidder certifies that if awarded a contract, Bidder will make no claim against the County based upon ignorance of, misunderstanding of, or objections to terms, conditions and/or specifications.

## NETWORKING/BIDDERS CONFERENCES

* + 1. Networking/Bidders conferences will be held to:
       1. Provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.
       2. Provide the County with an opportunity to receive feedback regarding the project and RFP.
    2. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the Networking/Bidders conference(s).
    3. Potential bidders are strongly encouraged to attend Networking/Bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a Networking/Bidders conference will be added to the Vendor Bid List. Failure to participate in a Networking/Bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a Networking/Bidders conference is highly recommended, but is not mandatory.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria, which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension), 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 Work Skills, Professional Development Training and Professional Consulting Services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

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

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

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

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the best quality for the County 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 five hundred (500) points.

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

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

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

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

The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**  Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.  Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process. | Pass/Fail |
| **B.** | **Debarment and Suspension:**  Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at [www.sam.gov](http://www.sam.gov). | Pass/Fail |
| **C.** | **Agency Description:**  Briefly describe your agency’s mission, experience, and qualifications in providing the proposed training services as outlined in the RFP. Include the amount of your total agency budget and description of the breadth of your funding sources. | 2 Points |
| **D.** | **Technical Criteria:**  In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:   1. Technical knowledge and experience with the following SSA programs:  * CalWIN * CalWORKs * CalFRESH * Medi-Cal * General Assistance * Welfare Fraud * Adult and Aging * Conservatorship * In-Home Supportive Services  1. Technical knowledge and expertise with software programs such as:  * CMIPS II * Panoramic * Turning Technologies * MS Office Suite Programs  1. Life-Cycle Support - An assessment will be made of the scope and extent of resources required to deliver the proposed 112.5 annual allocated training days  * Number of instructor staff with experience and expertise in each program * To support at least four Eligibility Inductions classes at the same time = four instructor * To conduct two Adult and Aging induction classes at the same time | 12 Points |
| **E.** | **Cost Efficiency:**   1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?); 2. Realism (i.e., are the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Fiscal management/fiscal control experience of the fiscal agent/contractor.     Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. | 10 Points |
| **F.** | **Organization Capacity:**   1. Does the Bidder demonstrate capacity with adequate, qualified, and culturally competent trainers/staff. 2. Does the Bidder demonstrate the ability and flexibility to meet urgent training needs and deadlines. 3. Does the Bidder demonstrate the ability to provide all training equipment/materials as needed. 4. Does the Bidder demonstrate the ability to establish positive and collaborate working relationship with SSA staff. Explain how project activities and services will be supervised. Describe the protocols that will be followed for verifying WSPDTPCS participant's attendance records and verifying participant outcomes. Describe the protocols and process that will be followed in providing monthly reports and evaluations to SSA TACT Staff. | 13 Points |
| **G.** | **Relevant Experience:**  Proposals will be evaluated against the RFP specifications and the questions below:   1. How extensive is the applicable education and experience of the personnel designated to work on the project? Do the individuals assigned to the project have experience on similar projects? 2. Does the Bidder demonstrate past experience in supporting this type of contract with governmental and non-profit agencies? 3. Does the Bidder demonstrate the ability and experience to provide a comprehensive range of training, particularly with those curriculum subjects listed in the Proposed Training Plan? 4. Does the Bidder demonstrate the ability to provide a wide spectrum of training support, e.g., conferences, special events, specialized classes, and adequate training premises. 5. Does the Bidder’s past experience and performance supporting this type of contract with governmental and non-profit agencies. Information should include experience in providing the same orsimilar services and activities. Exception: proposals submitted by collaboration may include one page for each organizational member of the collaboration. | 1. Points |
| **H.** | **Understanding of the Project:**  Proposals will be evaluated against the RFP specifications and the questions below:   1. Has the Bidder demonstrated a thorough understanding of the purpose and scope of the project? 2. Has the Bidder demonstrated a thorough understanding of the deliverables the County expects to receive? 3. Has the Bidder demonstrated a thorough understanding of the County’s time schedule and the ability to comply with it? | 11 Points |
| **I.** | **Methodology:**  Proposals will be evaluated against the RFP specifications and the questions below:   1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the County’s time schedule? | 6 Points |
| **J.** | **Service Flow Chart**  Present a service flow detailing how training services will occur from initial SSA training order request through submission of course attendance and evaluation reports | 1 Points |
| **K.** | **References (See Bid Response Packet)** | 5 Points |
| **L.** | **Oral Presentation and Interview:**  The oral presentation by each bidder shall not exceed ten (10) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. | 20 Points |

### EXAMPLE - CSC RATING FORM

**SECTION 1: Minimum Bidder Requirements**

* The RFP Proposal is complete. [ ] yes/pass [ ] no/fail
* Debarment & Suspension Certification: [ ] yes/pass [ ] no/fail

Bidders, its principal and named subcontractors are not identified

on the list of federally debarred, suspended or other excluded parties located

at [www.sam.gov](http://www.sam.gov). (Have submitted Debarment & Suspension Form).

**SECTION 2: Rating Elements**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Evaluation Criteria** | **Weight**  **Point** | **X** | **Point Scale** | **=** | **Total**  **Point** |
| **Agency Description:**  Briefly describe your agency’s mission, experience, and qualifications in providing the proposed training services as outlined in the RFP. Include the amount of your total agency budget and description of the breadth of your funding sources. | 2 | X | Max  5 pt. | **=** | **10** |
| **Technical Criteria:**  In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:  1.Technical knowledge and experience with the following SSA programs:   * CalWIN * CalWORKs * CalFRESH * Medi-Cal * General Assistance * Welfare Fraud * Adult and Aging * Conservatorship * In-Home Supportive Services  1. 2. Technical knowledge and expertise with software programs such as:  * CMIPS II * Panoramic * Turning Technologies * MS Office Suite Programs  1. 3. Life-Cycle Support - An assessment will be made of the scope and extent of resources required to deliver the proposed 112.5 annual allocated training days  * Number of instructor staff with experience and expertise in each program * To support at least four Eligibility Inductions classes at the same time = four instructor * To conduct two Adult and Aging induction classes at the same time | 4  4  4 | X  X  X | Max  5 pt.  Max  5 pt.  Max  5 pt. | =  =  = | 20  20  20 |
| **Cost Efficiency:**  1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?);  2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and  3. Fiscal management/fiscal control experience of the fiscal agent/contractor.    Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. | 4  3  3 | X  X  X | Max  5 pt  Max  5 pt.  Max  5 pt. | =  =  = | 20  15  15 |
| **Organization Capacity:**  1. Describe the capacity of adequate, qualified, and culturally competent trainers/staff.  2. Describe the ability and flexibility to meet urgent training needs and deadlines.  3. Describe the ability to provide all training equipment/materials as needed.  4. Describe the ability to establish positive and collaborate working relationship with SSA staff. | 3  4  3  3 | X  X  X  X | Max  5 pt.  Max  5 pt  Max  5 pt  Max  5 pt | = | 15  20  15  15 |
| **Relevant Experience:**  Proposals will be evaluated against the RFP specifications and the questions below:  1. How extensive is the applicable education and experience of the personnel designated to work on the project? Do the individuals assigned to the project have experience on similar projects?  2. Does the Bidder demonstrate past experience in supporting this type of contract with governmental and non-profit agencies?  3. Does the bidder demonstrate the ability and experience to provide a comprehensive range of training, particularly with those curriculum subjects listed in the Proposed Training Plan?  4. Describe ability to provide a wide spectrum of training support, e.g., conferences, special events, specialized classes, and adequate training premises. | 5  5  5  5 | X  X  X  X | Max  5 pt.  Max  5 pt.  Max  5 pt.  Max  5 pt. | =  =  =  = | 25  25  25  25 |
| **Understanding of the Project:**  Proposals will be evaluated against the RFP specifications and the questions below:  1. Has the Bidder demonstrated a thorough understanding of the purpose and scope of the project?  2. Has the Bidder demonstrated a thorough understanding of the deliverables the County expects to receive?  3. Has the Bidder demonstrated a thorough understanding of the County’s time schedule and the ability to comply with it? | 4  4  3 | X  X  X | Max  5 pt.  Max  5 pt.  Max  5 pt. | =  =  = | 20  20  15 |
| **Methodology:**  Proposals will be evaluated against the RFP specifications and the questions below:  1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?2  2. Does the methodology match and contribute to achieving the objectives set out in the RFP?  3. Does the methodology interface with the County’s time schedule? | 2  2  2 | X  X  X | Max  5 pt.  Max  5 pt.  Max  5 pt. | =  =  = | 10  10  10 |
| **Service Flow Chart:**  Present a service flow chart detailing how training services will occur from initial SSA training order request through submission of course attendance and evaluation reports. | 1 | X | Max  5 pt. | = | 5 |
| **References (See Bid Response Packet)** | 5 | X | Max  5 pt. | = | 25 |
| **Oral Presentation and Interview:**  The oral presentation by each bidder shall not exceed ten (10) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and may include follow up specific questions regarding the specific proposal. | 20 | X | Max  5 pt. | = | 100 |
| **Grand Total** | **100** | **X** | **5** | **=** | **500** |

## CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the CSC and/or other persons designated by the County will meet with the Contractor to evaluate Work Skills, Professional Development Training and Professional Consulting Services performance and to identify any issues or potential problems.

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

* + 1. Contractor has complied with all terms of this RFP; and
    2. Any problems or potential problems with the proposed Work Skills, Professional Development Training and Professional Consulting Services were evidenced that make it unlikely (even with possible modifications) that such Work Skills, Professional Development Training and Professional Consulting Services have met 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 Work Skills, Professional Development Training, and Professional Consulting Services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for the removal of equipment/system and shall return County facilities to their pre-installation or original state at no charge to the County. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

## NOTICE OF RECOMMENDATION 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 Contracts Office, Social Services Agency. The document providing this notification is the Notice of Recommendation to Award.

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

* + - 1. The name of the bidder being recommended for contract award; and
      2. The names of all other parties that submitted proposals.
    1. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid.
       1. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
       2. Debriefing may include review of successful bidder’s proposal with redactions as appropriate.
    2. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

## BID PROTEST/APPEALS PROCESS

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

1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County’s SSA Finance Director, located at 1111 Jackson Street, 1st Floor, Oakland, CA 94612, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder.  A Bid protest received after 5:00 p.m. is considered received as of the next business day.
   * + 1. The Bid protest must contain a complete statement of the reasons and facts for the protest.
       2. The protest must refer to the specific portions of all documents that form the basis for the protest.
       3. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
       4. The County Agency/Department will transmit a copy of the bid protest to all Bidders as soon as possible after receipt of the protest.
2. Upon receipt of written protest, SSA Finance Director, or designee will review and evaluate the protest and issue a written decision.  The SSA Finance Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest.  The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing date.
3. The decision will be communicated by e-mail and certified mail, and will inform the Bidder whether or not the recommendation to the Board in the Notice of Intent to Award is going to change.  A copy of the decision will be furnished to all Bidder 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 RFP.
4. The decision of the SSA Finance Director on the bid protest may be appealed to the Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA  94612, fax number (510) 272-6502.  The Bidder whose Bid is the subject of the protest, all Bidder affected by the SSA Finance Director’s decision on the protest, and the protestor have the right to appeal if not satisfied with the SSA Finance Director’s decision. All appeals to the Auditor-Controller’s OCC 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.
   1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
   2. In reviewing protest appeals, the OCC will not re-judge the proposal(s).  The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, County contracting policies or other laws and regulations.
   3. The appeal to the OCC 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.
   4. The decision of the Auditor-Controller’s OCC is the final step of the appeal process.  A copy of the decision of the Auditor-Controller’s OCC will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidder 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.

## TERM/TERMINATION/RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this RFP, will be three (3) fiscal years with option to renew up to two (2) additional fiscal years.

The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.

* + 1. 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 thirty (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.
    2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two years term at agreed prices with all other terms and conditions remaining the same.

## PRICING

* + 1. Prices quoted shall be firm for the first 36 months of any contract that may be awarded pursuant to this RFP.
    2. Price escalation for the second and third years of any contract awarded as a result of this RFP shall not exceed the percentage increase stated by Bidder on the Bid Quotation page, Attachment No. 1 – Bid Response Packet.
    3. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
    4. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
    5. All prices are to be F.O.B. (Free On Board) destination. Any freight/delivery charges are to be included.
    6. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
    7. Taxes and freight charges:
       1. The price(s) quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.
       2. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
       3. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
       4. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
    8. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
    9. Price quotes shall include any and all payment incentives available to the County.
    10. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
    11. 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.
    12. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

## AWARD

* + 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFPsection entitled “Evaluation Criteria/Selection Committee.”
    2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
    3. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation (SLEB waiver #F2225). As a result, there is no requirement to subcontract with another business in order to satisfy the County’s SLEB provision. However, if circumstances or the terms of the contract should change**,** Contractor may be required to immediately comply with the County’s SLEB provisions, including but not limited to:
       - 1. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
         2. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
         3. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
         4. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
         5. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller’s Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 208-9693, or via E-mail at [ACSLEBcompliance@acgov.org](mailto:linda.moore@acgov.org).

* + 1. For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 611430.
    2. 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.
    3. The County reserves the right to award to a single or multiple Contractors.
    4. The County has the right to decline to award this contract or any part thereof for any reason.
    5. Board approval to award a contract is required.
    6. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
    7. Final Contract terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

Alameda County Federal Standard Services Agreement Template <https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu>

The template contains minimal Agreement boilerplate language only.

A copy of the Community Based Organization Master Boiler Template, Exhibit A, Exhibit B and Exhibit C may be found at the end of this document,

* + 1. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.
    2. The Community Based Organization (CBO) Master Contract terms and conditions are non-negotiable.

## METHOD OF ORDERING

* + 1. A written PO and signed Standard Agreement contract or CBO Master Contract will be issued upon Board approval.
    2. POs and Standard Agreements will be, transmitted electronically and shall be the only authorization for the Contractor to place an order.
    3. POs and payments for products and/or services will be issued only in the name of Contractor.
    4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
    5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

## INVOICING

It is the obligation of the Contractor to progressively monitor required client services and related expenditures and take appropriate corrective preventive measures including the timely notification of ACSSA if stoppage of services becomes the necessary measure to prevent the over-expenditure of contract funds.

Social Services Agency (SSA) Finance Department has established a centralized Payments Unit.All invoices should be submitted by the tenth of the month following the month of service and direct all payment questions to[**SSAInvoices@acgov.org**](mailto:SSAInvoices@acgov.org)**.**

This unit will be your point of contact for all payment and invoicing matters.

Invoices must contain the following elements:

1. Must be on company letterhead that includes name, address, and contact

information.

1. For Community Based Organizations, must be signed by the head of the

organization, i.e., Executive Director, CEO, etc.

1. Document must contain the title *Invoice*.
2. The date of the invoice.
3. A description of services.
4. The date range for services provided.
5. If needed, itemization of any sales tax and delivery/postage charges.
6. The Purchase Order (PO) number provided by the County.
7. The total amount owed.
8. Remittance instructions/address.
9. A *cc* indication at the bottom of the invoice with names of people who

received courtesy copies.

1. The CEO or Executive Director must be included in the *cc*.
2. All data as required by your contract.
3. Contractor shall invoice the County on a monthly basis by the 10th of the month for services provided in the previous month for actual costs incurred.

## LIQUIDATED DAMAGES

In the event the Contractor’s performance and/or deliverable projects have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and or deliverable projects are deemed satisfactory.

## PERFORMANCE REQUIREMENTS

* + 1. Maintain a monthly register of Training Days used per fiscal year during the contract period.
    2. Provide a central point of contact person as the coordinator for this contract.
    3. Conduct Monthly update meetings between coordinator and SSA TACT Staff.
    4. Deliver the total Training Day allocation every Fiscal Year.
    5. Provide SSA with copies of all training materials and documents (after training is conducted).
    6. Provide Training Material in SSA (TACT) specific formats for Lesson Plans, Trainers Guide and Student Handouts.

## 7. Conduct evaluations of each training class using TACT evaluation sheet or

## TACT electronic evaluation process.

1. Coordinate with TACT Administrative Team to create classes in SSA Learning Management System.
2. Provide TACT Administrative Team with Signed Class Rosters, Class Evaluations, and training documents (Lesson Plans, Trainers Guide and Student Handouts) within one week after training is completed.

## ACCOUNT MANAGER/SUPPORT STAFF

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

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

Alameda County Social Services Agency Contracts Office is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through Alameda County Social Services Agency Contracts Office only.

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

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail at [Nosmani@agov.org](mailto:Nosmani@agov.org) by 5:00 p.m. on 03/17/23 to:

Najia Osmani, Program Financial Specialist

Alameda County Social Services Agency

**Contracts Office**

2000 San Pablo Ave, 4th Floor Suite 458A

Oakland, CA 94612

E-Mail: NOsmani@acgov.org

PHONE: (510) 267-9439

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp> to view current contracting opportunities.

## SUBMITTAL OF BIDS

* + 1. All bids must be SEALED and must be received at the Contracts Office of Alameda County Social Services Agency BY 4:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING. For hand delivery, please email Najia Osmani at [nosmani@acgov.org](mailto:nosmani@acgov.org) or call 510-267-9439 to make an appointment for your proposal drop off.

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

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

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

Work Skills, Professional Development Training and Professional Consulting Services

RFP No. 2023-SSA-TACT

Alameda County Social Services Agency

**Contracts Office**

2000 San Pablo Ave, 4th Floor Suite 458A

Oakland, CA 94612

**Attention: Najia Osmani, Program Financial Specialist/Nicole Smith**

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

* + 1. Bidders are to submit one (1) original hardcopy bid (Attachment No. 1 – Bid Response Packet, including additional required documentation), with original ink signatures, plus four (4) copies of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY”. All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Attachment No. 1 – Bid Response Packet, including additional required documentation. The file must be on USB flash drive and enclosed with the sealed original hardcopy of the bid.

* + 1. BIDDERS SHALL NOT MODIFY BID FORM(S)/QUOTATION PAGE OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S)/QUOTATION PAGE OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
    2. All costs required for the preparation and submission of a bid shall be borne by Bidder.
    3. 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.
    4. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, an recommended award has been made by <the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project.  In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
    5. 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.
    6. 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.
    7. 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.
    8. 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.
    9. 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).
    10. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

## RESPONSE FORMAT

* + 1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
    2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Attachment No.1– Bid Response Packet (Separate File).
    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 RFPmay 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: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

### ATTACHMENT NO. 1

**RESPONSE PACKET (separate file)**

**Exhibit A**

Contract Reference No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **COMMUNITY BASED ORGANIZATION MASTER CONTRACT**

THIS CONTRACT, made and entered into on this \_\_ day of \_\_\_\_\_ by and between the **COUNTY OF ALAMEDA,** a body corporate and politic of the State of California, hereinafter referred to as **"County,"** and **\_\_\_\_\_\_\_\_**, doing business at

**-------------------------------** hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D(s); and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the \_\_\_\_ Day of \_\_\_\_\_\_\_\_\_\_ and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements -- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and

paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the Agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses or Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Records:** Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, canceled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

7. **Audits:** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

8. **Indemnification:**  Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

9. **Subcontracting:** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

10. **Independent Contractor Status:** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

11. **Confidentiality:** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

1. **Termination Provisions:** *Termination for Cause* --If County determines that Contractor has failed,

or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

*Termination Without Cause* --County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

*Termination By Mutual Agreement* --County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

13. **Compliance with Laws:** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

14. **Accident Reporting:** If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of the County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

15. **Personal Property:** Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over $1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

16. **Non-Discrimination:** Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

17. **Governing Board Limitations; Conflict of Interest:** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator. No administrative employee, officer ordirector of Contractormay do any of the following *without first having given advanced written notice to the County Agency Director/Chief Administrator:*

Receive funds from County other than those funds provided pursuant to the Agreement;

Simultaneously serve as an employee, officer or director of another community based organization;

Simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, *without having given advanced written notice to County Agency Director/Chief Administrator of its intention,* do any of the following*:*

Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;

Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or

Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest..

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, *without having first disclosed the same to the board and the County Agency Director/Chief Administrator*, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for cause under the provisions of paragraph 12.

18. **Drug-free Workplace:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contenders to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

19. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

***This Agreement can be amended only by written agreement of the parties hereto.***

1. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's

employees or members of Contractor's Board of Directors who have been authorized to act on behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

**Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

**CONTRACTOR:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**COUNTY:** Contracts Office

**Alameda County Social Services Agency**  Thomas L. Berkley Square

2000 San Pablo Avenue, 4th Floor

Oakland, Ca 94612

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first mentioned above.

### COUNTY OF ALAMEDA CONTRACTOR

By**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Contractor Name

President Alameda County Board of Supervisors

Street Address

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature of Contractor

**Approved as to form:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

Federal ID No **\_\_\_\_**

, County Counsel

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy County Counsel

### 

### EXHIBIT B

**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

**RFP No. 2023-SSA-TACT**

**INTENTIONALLY OMITTED**

### EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Attachment No. 1 – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit C – Insurance Requirements.

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

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

**EXHIBIT C**

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

|  |  |  |
| --- | --- | --- |
| **TYPE OF INSURANCE COVERAGES** | | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**  Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)  Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**  All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)  Any Auto  Bodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**  Required for all contractors with employees | WC: Statutory Limits  EL: $100,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**  Includes endorsements of contractual liability | $1,000,000 per occurrence  $2,000,000 aggregate |
| **E** | **Endorsements and Conditions**: ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers’ Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.  1. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 2. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties. 3. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 4. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:  * Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party), or at minimum named as an “Additional Insured” on the other’s policies. * Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.  1. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 2. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:  * **Alameda County Social Services/Contracts Office, 2000 San Pablo Avenue, 4th Floor, Oakland, CA 94612**   **Attn: Insurance Unit**  - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) | |

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