COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTATION No. HCSA-0123

**for**

Communications Capacity Consultant

|  |
| --- |
| **For complete information regarding this project, see Information Request for Quotation (IRFQ) 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%20) **or contact the County representative listed below. Thank you for your interest!**  **Contact Person: Alexandra Arroyo**  **Phone Number: (510) 618-3364**  **E-mail Address:** [**aarroyo@acgov.org**](mailto:aarroyo@acgov.org) |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**May 15, 2023**

through

**Email Submission to** [**aarroyo@acgov.org**](mailto:aarroyo@acgov.org)

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

**Please print only what you need, print double-sided, and use recycled-content paper if print this document.**

# CALENDAR OF EVENTS

INFORMAL REQUEST FOR QUOTATION No. HCSA-0123

COMMINICATIONS CAPACITY CONSULTANT

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **May 5, 2023** |
| **Addendum Issued** [only if necessary to amend IRFQ] | **May 10, 2023** |
| **Response Due and Submitted through Email to** [**aarroyo@acgov.org**](mailto:aarroyo@acgov.org) | **May 15, 2023 by 2:00 p.m.** |
| **Evaluation Period** | **May 15-19, 2023** |
| **Notice of Intent to Award Issued** | **May 22, 2023** |
| **Board Consideration Award Date** | **June 20, 2023** |
| **Contract Start Date** | **June 1, 2023** |

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

COUNTY OF ALAMEDA

INFORMAL REQUEST FOR QUOTATION No. HCSA-0123

SPECIFICATIONS, TERMS & CONDITIONS

for

COMMUNICATIONS CAPACITY CONSULTANT

**TABLE OF CONTENTS**

**Page**

[CALENDAR OF EVENTS 2](#_Toc133934907)

[I. STATEMENT OF WORK 4](#_Toc133934908)

[A. INTENT 4](#_Toc133934909)

[B. SCOPE 4](#_Toc133934910)

[C. BACKGROUND 6](#_Toc133934911)

[D. BIDDER QUALIFICATIONS 6](#_Toc133934912)

[E. DELIVERABLES / REPORTS 7](#_Toc133934913)

[II. COUNTY PROCEDURES, TERMS, AND CONDITIONS 9](#_Toc133934914)

[F. CONTRACT EVALUATION AND ASSESSMENT 9](#_Toc133934922)

[G. NOTICE OF INTENT TO AWARD 9](#_Toc133934923)

[H. TERM / TERMINATION / RENEWAL 10](#_Toc133934924)

[I. PRICING 10](#_Toc133934925)

[J. AWARD 11](#_Toc133934926)

[K. METHOD OF ORDERING 12](#_Toc133934927)

[L. INVOICING 13](#_Toc133934928)

[M. ACCOUNT MANAGER / SUPPORT STAFF 14](#_Toc133934929)

[III. INSTRUCTIONS TO BIDDERS 14](#_Toc133934930)

[N. COUNTY CONTACTS 14](#_Toc133934931)

[O. SUBMITTAL OF BID RESPONSES 15](#_Toc133934932)

ATTACHMENTS

EXHIBIT A BID RESPONSE PACKET

EXHIBIT B ADDITIONAL CONTRACT PROVISION – FEDERAL PROVISIONS

EXHIBIT B-1 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

# STATEMENT OF WORK

## INTENT

It is the intent of this Informal Request for Quotation (IRFQ) to seek one qualified vendor with the expertise and experience to provide the Alameda County Health Care Services Agency (HCSA), Strategic Initiatives and Public Affairs (SIPA) Communications office with **strategic communications consulting, including crisis communications support and media engagement and guidance**. The awarded Bidder shall provide regular proactive pitches, support with media inquiries, reactive press stories, media training and refreshers, website content creation, and media tracking reports following major press pushes.

The County intends to award a one (1) year contract (with option to renew) to the Bidder selected as the most responsible Bidder whose response conforms to the IRFQ and meets the County’s requirements. Amendments to the scope of work may also be possible and contingent upon availability of funding. The maximum amount of the one (1) year contract shall not exceed $80,000, with services charged on a monthly retainer.

The initial source of funding for services provided under this IRFQ is federal. Future sources for services provided under this IRFQ, including subsequent amendments may include other federal, state, local, or private funds. The actual amount of award will be determined by the development of the scope and budget proposed by the bidder and will be negotiated and finalized by the County, in conjunction with the awarded bidder during the contract negotiation period. Actual award amount may therefore differ from those originally proposed in bidder’s response. Renewal of contract with the awarded bidder is contingent upon meeting performance measures and contract deliverables, as set forth by the County, subject to periodic review, and upon the availability of funding.

## SCOPE

The awarded Bidder will provide HCSA Communications Office with enhanced capacity for proactive and reactive media engagement with local media outlets and concurrent project management and analysis, as well as strengthening the infrastructure of the HCSA Communications Office for sustainability. The awarded Bidder must provide a data-driven, decision-making process to help communities and organizations get beyond talking about problems to taking action to solve problems.  The efforts of the selected awarded Bidder will enhance HCSA’s capacity to meet the varied communications needs of the following priority populations:

1. All people living and/or working in Alameda County in the Healthy Places Index Quartiles 1 and 2 ([California Healthy Places Index](https://map.healthyplacesindex.org/?redirect=false))
2. Black, African American, Latino/a/x, Native American, and Pacific Islander communities
3. Residents living in underserved areas who identify as Lesbian, Gay, Bisexual, Transgender, Queer, and Non-Binary
4. Day Laborers
5. Disconnected and/or Transitional Age Youth
6. Formerly incarcerated
7. Households with limited English proficiency
8. Households with low digital access or literacy
9. Survivors of trauma and violence, including intimate partner violence
10. Those experiencing housing insecurity/unsheltered/homeless
11. Undocumented and indigenous immigrants or refugees

The awarded Bidder shall work with HCSA’s Systems and Policy Assistant Agency Director and Communications Director to provide the following services and deliverables:

1. Two proactive story pitches a month
2. Assistance with media inquiries and reactive stories
3. Bi-weekly meetings with Communications staff
4. Media training kickoff session followed by biannual refreshers for Communications staff and Agency Leadership Team members
5. Website content creation
6. Strategic communications guidance and advice (e.g., after action review of crisis communications, Communications Unit operations)
7. Media tracking reports following major press pushes
8. Project Management of scope of work

Additional Requirements:

1. The awarded Bidder shall employ strategic consulting that is durable for the long-term, supporting agency reputation management and direction long after the current pandemic.
2. The awarded Bidder shall make all products available in a variety of widely accessible formats (e.g., Word, PPT, Canva, etc.) as determined through the planning process in conjunction with HCSA. HCSA shall have full ownership rights for any materials produced including all “extra” concepts that were not included in the final products; the Bidder shall provide these materials to HCSA.
3. The awarded Bidder may also be expected to use a Results-Based Accountability Framework to communicate data and impact via video projects. (For an introduction to Results-Based Accountability see: <https://www.youtube.com/watch?v=RtBC89F3Xi4>; and other sources such as:  <https://clearimpact.com/results-based-accountability/>).

## BACKGROUND

HCSA provides a range of health, housing, and community-based supports and services. Key issues of interest to the public touch behavioral health, homelessness, environmental health, and public health, including ongoing pandemic response.

The Strategic Initiatives and Public Affairs (SIPA) team fosters greater coordination and integrated planning across HCSA departments to enhance the agency's ability to address multi-faceted problems for the community; helps strengthen cross-agency infrastructure and workforce to better serve populations shared across departments and programs; serves as the agency's lead on internal and external communications; and supports the development, facilitation, and coordination of HCSA's policy activities, legislative efforts, and relationship building with stakeholders.

The SIPA Communications team engaged and empowered the community while responding quickly throughout the pandemic. As state and federal public health emergencies unwind, and HCSA fully scales back to a regular work, including the implementation of major statewide initiatives, the team requires additional strategic planning and assistance to meet the health-related communications needs of one of California’s largest counties.

## BIDDER QUALIFICATIONS

To be eligible to participate in this IRFQ, Bidder must meet the following Bidder Minimum Qualifications:

* + 1. Bidder shall possess at least five (5) years of demonstrated experience, regularly and continuously engaged in the business of informing, educating, consulting, involving, and empowering stakeholders in campaigning for social justice, health promotion, and community advocacy programs with culturally relevant, empathetic, simple language that reflects the energy and unique voices of diverse communities and priority populations including:
       - 1. All people living and/or working in Alameda County in the Healthy Places Index Quartiles 1 and 2 ([California Healthy Places Index](https://map.healthyplacesindex.org/?redirect=false))
         2. Black, African American, Latino/a/x, Native American, and Pacific Islander communities
         3. Residents living in underserved areas who identify as Lesbian, Gay, Bisexual, Transgender, Queer, and Non-Binary
         4. Day Laborers
         5. Disconnected and/or Transitional Age Youth
         6. Formerly incarcerated
         7. Households with limited English proficiency
         8. Households with low digital access or literacy
         9. Survivors of trauma and violence, including intimate partner violence
         10. Those experiencing housing insecurity/unsheltered/homeless
         11. Undocumented and indigenous immigrants or refugees
    2. Bidder shall have completed at least five (5) projects for public or non-profit health organizations and/or collaborations dealing with social justice programs or public health systems in large metropolitan areas with diverse populations.
    3. Bidder shall demonstrate experience with media engagement, including knowledge of local media landscape and complex messaging for a wide, diverse audience.
    4. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this IRFQ. Unless noted otherwise in the IRFQ, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov).

## DELIVERABLES / REPORTS

|  |  |  |
| --- | --- | --- |
| **Effort** | **Deliverable** | **Frequency** |
| 1. Proactive story pitches | Contract must provide to HCSA Communications Director or designee, in writing, two (2) story pitches for local media outlets focused on items of importance to HCSA. | Monthly |
| 1. Assistance with media inquiries and reactive stories | * Contractor must provide HCSA Communications Office with assistance in responding to media inquiries and stories related to items of importance to HCSA. * Contractor must keep a running log of all responses to media inquiries and stories that will be submitted to HCSA Communications Director and HCSA Assistant Agency Director-Systems and Policy. | As needed  Monthly |
| 1. Meetings with Communications Staff | Contractor must meet with HCSA Communications Office Staff every other week and provide meeting minutes to the HCSA Communications Director within 2 business days after the meeting. | Every 2 weeks |
| 1. Media training | Contractor will design and deliver media trainings for HCSA Communications Office Staff and Agency Leadership Team members.   * Contractor must provide a minimum of 2 trainings: 1 kickoff session followed by at least 1 semi-annual refresher for the contact period. * Contractor must provide all training materials to the HCSA Communications Director including training outline with learning objectives, training slides, training survey results | By the end of the contract period |
| 1. Website content creation | Contractor must provide written and graphic content for the HCSA intranet and internet pages, as directed by the HCSA Communications Director and/or HCSA Assistant Agency Director-Systems and Policy. | As needed |
| 1. Strategic communications guidance and advice | Contractor will provide strategic guidance and advice to the HCSA Communications Office including, but not limited to the following areas: after action review of crisis communications, HCSA Communications Office operations. Contractor must provide a final report to the HCSA Communications Director that outlines the topics of discussion, strategic advice provided, and results of guidance/advice implementation. | At the end of the contract period. |
| 1. Media tracking | Contractor must provide media reports to the HCSA Communications Director and HCSA Assistant Agency Director-Systems and Policy following major press pushes for stories pitched and/or reacted to by HCSA Communications. | Monthly |
| 1. Project management | Contractor will provide project management for all elements of the awarded contract. Contractor must provide to the HCSA Communications Director and HCSA Assistant Agency Director-Systems and Policy a detailed project plan including timelines, milestones, roles, risks and remediation strategies. | Within 2 weeks of contract award |

# COUNTY PROCEDURES, TERMS, AND CONDITIONS



## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
    2. The County reserves the right to determine, at its sole discretion, whether:

The Contractor has complied with all terms of this IRFQ and the contract; and

Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.

* + 1. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must be responsible for returning County facilities to their original state at no charge to the County.  The County will have the right to invite the next qualified Bidder(s) to enter into a contract.  The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County’s right to go to the next qualified Bidder and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the IRFQ response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by Health Care Service Agency (HCSA). The document providing this notification is the Notice of Intent to Award/Non-Award.
    2. The Notice of Intent to Award/Non-Award will provide the following information:

The name(s) of the Bidder(s) being recommended for contract award; and

The names of all other parties that submitted proposals.

* + 1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## TERM / TERMINATION / RENEWAL

* + 1. The initial contract term, which may be awarded pursuant to this IRFQ, will be 12 months. By mutual agreement, any contract, which may be awarded pursuant to this IRFQ, may be extended for an additional 48 months.
    2. The County has and reserves the right to suspend, terminate, or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor’s work, services and/or providing of goods, the Contractor 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 for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

## PRICING

* + 1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this IRFQ.
    2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
    3. Taxes and freight charges:

The County is soliciting a total price for this project. The price(s) quoted shall be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.

No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid response.

Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.

Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.

* + 1. All prices quoted must be in United States dollars.
    2. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
    3. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

## AWARD

* + 1. Lowest Responsive and Responsible Bidder(s)
       1. The award will be made to the lowest responsive and responsible Bidder(s) who meets the requirements of these specifications, terms, and conditions.
       2. Awards may also be made to the subsequent lowest responsive and responsible Bidder(s) and who will be called in order should the County needs to contract with another Bidder(s).
    2. Federal Contract Provisions: Funds used for payment of contract(s) awarded from this procurement may be from, or subject to reimbursement, by state and/or federal funds. Some of these funding sources require additional contractual obligations. Bidder must agree to federal contracting terms and conditions, that supplement the County’s Standard Services Contract General Terms and Conditions which are attached as hereto as **Exhibit B, Federal Contract Provisions.** The successful Bidder must meet federal requirements and agree to the terms including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.
    3. County Rights

The County reserves the right to reject any or all responses that materially differ from any terms contained in this IRFQ, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.

Any bid responses that contain false or misleading information may be disqualified by the County.

The County reserves the right to award to a single or multiple Contractors.

The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s) during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.

The County has the right to decline to award this contract or any part thereof for any reason.

* + 1. Procedures
       1. Board approval to award a contract is required.
       2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
       3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in the Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

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

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this IRFQ and the bid response(s). As noted above, **Exhibit B, Federal Contract Provisions**, will be part of the contract.

* + - 1. The IRFQ specifications, terms, conditions, Exhibits, IRFQ Addenda, and Bidder's response may be incorporated into and made a part of any contract that may be awarded as a result of this IRFQ.

## METHOD OF ORDERING

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

## INVOICING

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

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this IRFQ and any contract which may arise pursuant to this IRFQ.
    2. Contractor must also provide adequate, competent support staff that must be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this IRFQ. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
    3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with HCSA to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

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

Alexandra Arroyo

Alameda County, Health Care Services Agency

1000 San Leandro Blvd, Suite 300,

San Leandro, CA 94577

E-Mail: [aarroyo@acgov.org](mailto:aarroyo@acgov.org)

(510) 618-3364

The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this IRFQ. Each Bidder is responsible for checking the website for any Addendums and other notices related to this IRFQ. Go to [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view the posting for this IRFQ and other current contracting opportunities.

## SUBMITTAL OF BID RESPONSES

* + 1. Document Submittal

All response documents must be completed and submitted via email to [aarroyo@acgov.org](mailto:aarroyo@acgov.org) BY 2:00 p.m. on the due date specified in the Calendar of Events.

Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if size permits.

The submitted Proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**

In whole or in part, bid responses are NOT to be marked confidential or proprietary. The County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this IRFQ may be subject to public disclosure, even if marked confidential or proprietary.  The County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].

For the responses to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.

* + 1. Submissions Processes

All costs required for the preparation and submission of a response shall be borne by the Bidder.

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 California or other state’s Corporations Code or an equivalent statute.

The final award information will be posted on the County’s “Contracting Opportunities” website.

The County reserves the right to reject any bid response.

All bid responses shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.

* + 1. Legal Requirements

“In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”. (California Government Code Section 4552).

By submitting a bid response, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.

The Bidder, by submitting a bid response, 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 IRFQ and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the IRFQ and contract documents.

The Bidder, by submitting a bid response, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

1. Please read EXHIBIT A – Bid Response Packet carefully; INCOMPLETE BID PROPOSALS MAY BE REJECTED. Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid response must comply with all requirements contained in the IRFQ. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid response submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. The following pages require confirmation, declaration, and /or a signature (?). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder.
   1. Exhibit A – Bid Response Packet, Bidder Information
   2. Exhibit A – Bid Response Packet, Bidder Acceptance
   3. Exhibit A – Bid Response Packet, Debarment and Suspension Certification
   4. Exhibit B-1 – Certification for Contracts, Grants, Loans, and Cooperative Agreements; CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)
5. Each page of the Bid Response Packet must be submitted via email to [aarroyo@acgov.org](mailto:aarroyo@acgov.org) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidder are to be submitted with such pages or items clearly marked “N/A” or the bid response may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid response may be disqualified.
7. Bidder must quote price(s) as specified in the IRFQ, using the form(s) as amended or revised by any Addenda.
8. Any clarifications or exceptions to policies or specifications of this IRFQ, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
9. File names are restricted to 64 characters for all files uploaded as part of any bid response. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
10. **Bidders who do not comply with the requirements and/or submit incomplete bid response packages are subject to disqualification and their bid responses rejected.**

A picture containing text, sign, outdoor

Description automatically generated

### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

IRFQ No. HCSA-0123

COMMUNICATIONS CAPACITY CONSULTANT

**REQUIRED DOCUMENTATION AND SUBMITTALS CHECKLIST**

**All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e., Letter of Transmittal, Exhibit A – Bid Response Packet, etc.). Items marked “no submission required” are for reference only and do not need to be included in the Bid Response Packet.**

**Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet as follows;

**☐ 1. Table of Contents**: Bid responses shall include a table of contents listing the individual sections of the PROPOSAL and their corresponding page numbers. Tabs should separate each of the individual sections. Maximum Length: 1 single-spaced page

**☐ 2. Letter of Transmittal**: Bid responses shall include a description of bidder’s capabilities and approach in providing its services to the County and provide a brief synopsis of the highlights of the response and overall benefits of the response to the County. Maximum Length: 1 single-spaced page

**☐ 3. Bidder Information Sheet:** (Review, complete and sign): The proposed Coalition Lead organization must be listed as the Official Bidder Name and must sign each document that requires signatures. Proposed subcontractors must be stated within the bid response but do not have a signatory role in the Exhibits. *Use pages 4-5 of Exhibit A-Bid Response Packet*

**☐ 4. Bidder Acceptance Sheet:** (Review, complete and sign) Bidder must fill out and submit a signed form. *Use pages 6-7 of Exhibit A-Bid Response Packet*

**☐ 5. Debarment and Suspension Certification:** (Review, complete and sign) Bidder must fill out and submit a signed form. *Use page 8 of Exhibit A-Bid Response Packet*

**☐ 6. Bidder Minimum Qualifications:** Maximum Length: 2 single-spaced pages

**☐ 7. Budget Form and Budget Narrative:** Bidders may use the budget format in page 10 of Exhibit A-Bid Response Packet or separate Excel Budget format. Maximum Length: 2 single-spaced pages

**☐ 8. Description of Proposed Services:** Maximum Length: 2 single-spaced pages

**☐ 9. References:** Bidders are to provide a list of three (3) references and must use the form on page 13 of Exhibit A-Bid Response Packet.

**☐ 10. Exceptions and Clarification**:

* + 1. This shall include clarifications, exceptions, and amendments, if any, to the IRFQ and associated Bid Documents, and shall be submitted with your bid response using the form in page 14 of Exhibit A-Bid Response Packet
    2. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.

1. **Insurance Requirements**: (Review; no submission required)
2. **Exhibit B – Additional Contract Provisions-Federal Provisions** (Review; no submission required)
3. **Exhibit B-1 – Certification for Contracts, Grants, Loans, and Cooperative Agreement** (Review, complete and sign) Bidder must fill out and submit a signed form. *Use page “1 of 1 of Exhibit B–1” Bid Response Packet*

|  |
| --- |
| BIDDER INFORMATION |

**IRFQ No. HCSA-0123**

**COMMUNICATIONS CAPACITY CONSULTANT**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Official Name of Bidder: | | |  | | | | |
| Street Address Line 1: | | |  | | | | |
| Street Address Line 2: | | |  | | | | |
| City: |  | | | State: |  | Zip Code: |  |
| Webpage: | |  | | | | | |

Type of Entity / Organizational Structure (check one):

Corporation  Joint Venture  Partnership

Limited Liability Partnership  Limited Liability Corporation  Non-Profit / Church

Sole Proprietor  Other:

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

Certified 8(a) Small Business[[1]](#footnote-2)  Certified Women-Owned Small Business[[2]](#footnote-3)

N/A

Other:

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

**Primary Contact Information:**

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

**SIGNATURE:** ?

Name and Title of Signer:

Dated this  day of  20

|  |
| --- |
| BIDDER ACCEPTANCE |

1. The undersigned declares that the procurement bid documents, including, without limitation, the IRFQ, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this IRFQ, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid response, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
   1. [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

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

1. [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

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

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

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

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

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

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this IRFQ and any contract that is awarded.
2. **The undersigned acknowledges that any contract that may be awarded from this procurement is or may be funded in whole or part with federal funds and that it will abide by all federal funding requirements**.
3. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the IRFQ and, if applicable, the site condition. By the submission of a bid response, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
4. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid response and any resulted contract or purchase order.
5. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

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

|  |
| --- |
| DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER) |

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

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

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

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

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

|  |
| --- |
| **BIDDER MINIMUM QUALIFICATIONS** |

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

At a minimum, Bidder and must describe the following details:

1. Bidder shall possess at least five (5) years of demonstrated experience, regularly and continuously engaged in the business of informing, educating, consulting, involving, and empowering stakeholders in campaigning for social justice, health promotion, and community advocacy programs with culturally relevant, empathetic, simple language that reflects the energy and unique voices of diverse communities and priority populations including:
   * + - 1. All people living and/or working in Alameda County in the Healthy Places Index Quartiles 1 and 2 ([California Healthy Places Index](https://map.healthyplacesindex.org/?redirect=false))
         2. Black, African American, Latino/a/x, Native American, and Pacific Islander communities
         3. Residents living in underserved areas who identify as Lesbian, Gay, Bisexual, Transgender, Queer, and Non-Binary
         4. Day Laborers
         5. Disconnected and/or Transitional Age Youth
         6. Formerly incarcerated
         7. Households with limited English proficiency
         8. Households with low digital access or literacy
         9. Survivors of trauma and violence, including intimate partner violence
         10. Those experiencing housing insecurity/unsheltered/homeless
         11. Undocumented and indigenous immigrants or refugees
       1. Bidder shall have completed at least five (5) projects for public or non-profit health organizations and/or collaborations dealing with social justice programs or public health systems in large metropolitan areas with diverse populations.
       2. Bidder shall demonstrate experience with media engagement, including knowledge of local media landscape and complex messaging for a wide, diverse audience.
       3. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this IRFQ. Unless noted otherwise in the IRFQ, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov).

**Maximum Length: 2 single-spaced pages**

|  |
| --- |
| BUDGET FORM & NARRATIVE |

**Instructions**:Bidder may use the **Budget Form** provided below or a separate Excel Bid/Budget Form(s). Alterations and changes are permitted but must clearly show all line item costs.

Bidder should state costs, including staffing, indirect costs for the proposed services, and should subcontractors.

* + - 1. Complete a budget for the total cost for the initial 12-month period not to exceed $80,000.
      2. Budgets should reflect cost associated with the project.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Budget Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California. Final pricing will be subject to further negotiation and based on agreed scope of services. Bidder’s price quotes and proposed services should be developed and submitted according to the conditions in the Scope and Specific Requirements sections of this IRFQ.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Hourly Rate** | **Hours** | **Maximum Amount** |
| Key Personnel Performing Services |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Total Cost of Potential Staff Per Hour |  |  |  |
| **Total Amount of Contract Not to Exceed** |  |  |  |

**Instructions**: Bidder must include a **budget description (narrative**) to aid the reader in evaluating the budget.

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

**Maximum Length: 2 single-spaced pages**

|  |
| --- |
| DESCRIPTION OF PROPOSED SERVICES |

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

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

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

Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting in Section B (Scope) and Section F (Deliverables/Reports) of the IRFQ.

Bidder shall submit prior work products that demonstrate alignment with the Health Care Services Agency’s Mission, Vision & Values ([Health Care Services Agency - Alameda County's Official Website (acgov.org)](https://www.acgov.org/health/core-values.htm) and priorities to protect the health and safety of all people. High profile priorities include emergency services, unsheltered communities, and marginalized populations, including those that are criminal legal system-involved.

Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the *Exceptions and Clarifications* form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid response disqualification.**)

**Maximum Length: 2 single-spaced pages**

|  |
| --- |
| REFERENCES |

**Instructions**: On the following page is the templates that Bidders are to use for providing references. Bidders are to provide a list of three (3) references. References must be satisfactory as deemed solely by County.

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

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders' bid responses.

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

The County may contact some or all the references provided in order to determine items such as Bidders’ years of experience and performance records on work similar to that described in this request.

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

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

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

**IRFQ No. HCSA-0123**

**COMMUNICATIONS CAPACITY CONSULTANT**

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.

Bidder Name:

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

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

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

#### 

|  |
| --- |
| EXCEPTIONS AND CLARIFICATIONS |

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference to:** | | | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**  EXAMPLE | **D** | **1.c.** | ***Bidder takes exception to…*** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

\*Use additional pages as necessary

#### 

|  |
| --- |
| INSURANCE REQUIREMENTS |

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

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

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

see next page for county of alameda

minimum insurance requirements

**Text

Description automatically generated with medium confidence**

**Text

Description automatically generated**

**EXHIBIT B**

**ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION**

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

I. **General Provisions**

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

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

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

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

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

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

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

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

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

1. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:
2. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
4. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
6. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County’s Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
7. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
8. **Procurement of recovered materials**.
9. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
   2. Meeting Contract performance requirements; or
   3. At a reasonable price.
10. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
11. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
12. **Access to Records.**
13. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
14. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
15. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
16. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.
17. **Changes.**  The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
18. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
20. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
21. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.
22. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
23. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
24. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
25. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
26. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
27. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
28. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
29. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
30. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
31. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.
32. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
33. Prohibitions.
    1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    2. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
       1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
       2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
       3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
       4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
34. Exceptions.
    1. This clause does not prohibit contractors from providing—
35. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    1. By necessary implication and regulation, the prohibitions also do not apply to:
36. Covered telecommunications equipment or services that:
    * + - 1. Are *not used* as a substantial or essential component of any system; and
          2. Are *not used* as critical technology of any system.
37. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
38. Reporting requirement.
    1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
    2. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
39. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
40. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
41. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.
42. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.
43. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

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

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

* 1. Davis-Bacon Act

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.
   1. Copeland ‘‘Anti-Kickback’’ Act
4. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
5. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
6. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**EXHIBIT B-1**

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

?

Signature of Contractor’s Authorized Official Date

Name Title

1. Federal contract program for small businesses that have not previously participated in the 8(a) program, are at least 51% owned and controlled by U.S. citizens who are socially and economically disadvantaged, have a personal net worth of $750K or less, adjusted gross income of $350k or less and $6 million or less in assets, and demonstrate good character and potential to perform on contracts. [↑](#footnote-ref-2)
2. Federal contract program for small businesses that are at least 51% owned and controlled by women who are U.S. citizens and have women manage day-to-day operations and also make long-term decisions. [↑](#footnote-ref-3)