

COUNTY OF ALAMEDA

 REQUEST FOR PROPOSAL (RFP) NO. 2023-SSA-CFS-TSCS

**for**

Transitional Shelter Care Services

|  |
| --- |
| **For complete information regarding this project, see** **Request for Proposal (RFP) posted at** [**Alameda County Contracting Opportunities [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/]**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **or contact the County representative listed below.** **Thank you for your interest!****Contact Person: Erika Odhiambo, Program Financial Specialist****Phone Number: (510) 271-9165****Email Address:** **Erika.Odhiambo@acgov.org****Social Services Agency (SSA) – Finance Department / Contracts Office** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**December 19, 2023**

By Mail:

Alameda County Social Services Agency / Contracts Office

RFP No. 2023-SSA-CFS-TSCS

Transitional Shelter Care Services

**Attn: Erika Odhiambo**

2000 San Pablo Ave, 4th Floor, Suite 451B

Oakland, CA 94612

or

Schedule an appointment to drop off your submission

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

# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL (RFP) No. 2023-SSA-CFS-TSCS

Transitional Shelter Care Services

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **RFP Issued** | **November 7, 2023** |
| **Networking/Bidders Conference No. 1** | **November 16, 2023, 2:00 p.m. - 4:00 p.m. (PST)**Microsoft Teams meeting **Join on your computer, mobile app or room device** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZmNiMTA4Y2MtYmE3Mi00NzJmLTgxMGUtYjg4YjgzYzBlYmY4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%228048d579-9b54-4279-aaa3-a8e5b93a9e24%22%7d) Meeting ID: 244 072 678 934 Passcode: cRBJHk [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)**Or call in (audio only)** +1 415-915-3950, 283941532#   United States (San Francisco)(888) 715-8170, 283941532#   United States (Toll-free) Phone Conference ID: 283 941 532# [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=283941532) | [Learn More](https://aka.ms/JoinTeamsMeeting)  |
| **Networking/Bidders Conference No. 2** | **November 17, 2023, 10:00 a.m. – 12:00 p.m. (PST)**Microsoft Teams meeting **Join on your computer, mobile app or room device** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_MjJjMGMxNDctMGZkZi00Mzk4LTk3YmEtMzJjM2MzNTkwYjhi%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%228048d579-9b54-4279-aaa3-a8e5b93a9e24%22%7d) Meeting ID: 284 034 246 104 Passcode: PbdaRj [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)**Or call in (audio only)** +1 415-915-3950, 75771557#  United States (San Francisco)(888) 715-8170, 75771557#   United States (Toll-free) Phone Conference ID: 757 715 57# [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=75771557) | [Learn More](https://aka.ms/JoinTeamsMeeting)  |
| **Written Questions Due via Email:**Erika.Odhiambo@acgov.org  | **November 17, 2023 by 5:00 p.m.** |
| **Bidders Conferences List of Attendees Issued**  | **November 21, 2023**  |
| **Addendum Issued** [only if necessary to amend RFP] | **November 24, 2023** |
| **Questions & Answers Issued** | **December 1, 2023** |
| **Response Due**2000 San Pablo Avenue, 4th Fl., Suite 451B, Oakland, CA 94612 | **December 19, 2023 by 2:00 p.m.** |
| **Evaluation Period** | **December 22, 2023 through January 26, 2024** |
| **Vendor Interviews**  | **February 5, 2024 through February 9, 2024** |
| **Notice of Intent to Award Issued** | **February 16, 2024** |
| **Board of Supervisors Consideration Award Date** | **June 18, 2024** |
| **Contract Start Date** | **July 1, 2024** |

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

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL (RFP) No. 2023-SSA-CFS-TSCS

SPECIFICATIONS, TERMS, AND CONDITIONS

for

Transitional Shelter Care Services

**TABLE OF CONTENTS**

 **Page**

[CALENDAR OF EVENTS 2](#_Toc128483716)

[I. ACRONYM AND TERM GLOSSARY 4](#_Toc128483717)

[II. STATEMENT OF WORK 5](#_Toc128483718)

[A. INTENT 5](#_Toc128483719)

[B. SCOPE 5](#_Toc128483720)

[C. BACKGROUND 5](#_Toc128483721)

[D. BIDDER MINIMUM QUALIFICATIONS 7](#_Toc128483722)

[E. SPECIFIC REQUIREMENTS 8](#_Toc128483723)

[F. DELIVERABLES / REPORTS 11](#_Toc128483724)

[G. NETWORKING / BIDDERS CONFERENCES 13](#_Toc128483725)

[III. COUNTY PROCEDURES, TERMS, AND CONDITIONS 14](#_Toc128483726)

[A. EVALUATION CRITERIA / SELECTION COMMITTEE 14](#_Toc128483727)

[B. CONTRACT EVALUATION AND ASSESSMENT 23](#_Toc128483728)

[C. NOTICE OF INTENT TO AWARD 24](#_Toc128483729)

[D. BID PROTEST / APPEALS PROCESS 25](#_Toc128483730)

[E. TERM / TERMINATION / RENEWAL 27](#_Toc128483731)

[F. PRICING 28](#_Toc128483732)

[G. AWARD 29](#_Toc128483733)

[H. METHOD OF ORDERING 31](#_Toc128483734)

[I. INVOICING 31](#_Toc128483735)

[J. LIQUIDATED DAMAGES 33](#_Toc128483736)

[K. COMMUNICATION REQUIREMENTS 33](#_Toc128483737)

[L. ACCOUNT MANAGER / SUPPORT STAFF 33](#_Toc128483738)

[IV. INSTRUCTIONS TO BIDDERS 34](#_Toc128483739)

[A. COUNTY CONTACTS 34](#_Toc128483740)

[B. SUBMITTAL OF PROPOSALS 34](#_Toc128483741)

**ATTACHMENT**

ATTACHMENT NO. 1 – BID RESPONSE PACKET (separate document)

# ACRONYM AND TERM GLOSSARY

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

|  |  |
| --- | --- |
| AC | Assessment Center |
| Bid | A bidder’s response to this RFP |
| Bidder | The specific person or entity responding to this RFP |
| Board  | The County of Alameda Board of Supervisors |
| CFS | Children and Family Services |
| Contractor | When capitalized, shall refer to selected bidder that is awarded a contract |
| County | When capitalized, shall refer to the County of Alameda. |
| CSC | County Selection Committee |
| Federal | United States Federal Government, its departments and/or agencies |
| FY | fiscal year |
| Labor Code | California Labor Code |
| LGBTQIA+ | lesbian, gay, bisexual, transgender, queer, questioning, intersex, asexual |
| NMD | non-minor dependent |
| PHN | Public Health Nursing / Public Health Nurse |
| PO | purchase order |
| Proposal | A bidder’s response to this RFP |
| RBA | Results-Based Accountability |
| Response | Bidder’s proposal submitted in reply to RFP |
| RFP | Request for Proposal; a 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 |
| SOGIE | sexual orientation, gender identity, and expression |
| SSA | Social Services Agency |
| State | State of California, its departments, and/or agencies. |
| TSCS | transitional shelter care services |

# STATEMENT OF WORK

## INTENT

Alameda County is pleased to announce its intent to contract with one (1) to two (2) services provider(s) under the criteria in this announcement.

This Request for Proposal (RFP) is to search for qualified vendors to provide transitional shelter care services for children, youth, and non-minor dependents (NMDs) who are currently at the Assessment Center (AC) transitional shelter care facility in Alameda County.

The County intends to award a two (2)-year contract with the possible option to renew for one (1) additional year based on performance to the selected Bidder(s) who meet the services delivery criteria and are most capable of meeting the County’s requirements.

Eligible Bidders from both public and private non-profits and for-profit organizations who are providing transitional shelter care services are strongly encouraged to submit proposals. The County intends to contract with a provider able to provide services as outlined in the scope.

All contracts will be performance-based, and reimbursement will be on a line-item basis.

## SCOPE

The AC is an unlocked transitional shelter care facility for children, youth, and NMDs who are entering foster care or changing placements within the County’s foster care system. The AC serves clients ranging in age from birth to the day before their 21st birthday. It is a County facility where providers deliver child-friendly and trauma-informed transitional shelter care services to manage the day-to-day operations of the AC, care for the children, youth and NMDs who frequent the AC, and provide clinical services and ongoing mental health support. Client services are provided in two buildings on the same property, and youth are separated by age groups whenever possible: (1) ages 0 – 12 and sibling groups, and (2) ages 13 – day before the 21st birthday.

## BACKGROUND

The AC transitional shelter care facility provides transitional care and services to children, youth, and NMDs placed in out-of-home care. The AC seeks to mitigate the trauma to children and youth whose protection requires they be removed from their parents’ or primary caretaker’s custody due to child maltreatment, and children, youth and NMDs who have experienced a placement disruption.

The AC staff is organized within a comprehensive service delivery model that includes Public Health Nursing (PHN) from Alameda County Health Care Services Agency, a contracted transitional shelter care provider, security personnel, local law enforcement, and Alameda County Social Services Agency (SSA).

The AC is successful in large part because of SSA’s robust and comprehensive partnerships with local non-profit agencies that specialize in the various complicated issues that children, youth and NMDs face as they enter our doors. It is a space that is consistent and safe for the children, but also adapts and expands to meet the needs of the different groups of children and any special needs they might have.

The AC serves between eighty (80) and one hundred fifty (150) clients per month. Clients are cared for in a therapeutic milieu environment, which is created by providing them with a safe and nurturing setting while a new home is found during their stay in foster care. Clients at the AC also receive a mental health assessment and ongoing therapeutic services from on-site mental health clinicians that address their emotional and mental health needs while assisting them with transitioning to their new placement. Contracted mental health staff and the Alameda County Behavioral Health Department are available to help clients adjust to the AC, work through their trauma and feelings, and provide de-escalation and crisis communication when needed.

Client stays at the AC are temporary, as it is neither a group home nor a placement. The goal and expectation for clients that come to the AC is to place them in a new home within seventy-two (72) hours of their arrival. However, due to challenges in finding appropriate homes for children, youth, and NMDs and the lack of available placement beds, some will stay at the AC for longer periods of time. While youth are at the AC, there is a team of placement staff who are solely responsible for securing appropriate placements.

The therapeutic milieu involves caring for clients by addressing and meeting their physical and mental health needs. At the Alameda County facilities, the new transitional shelter care services provider will be required to provide children, youth, and NMDs with daily meals, snacks, activities, support, and a safe place to sleep. Children, youth, and NMDs are able to shower daily, have their daily hygiene needs attended to, and are given fresh changes of clothes during their stay. There is a PHN on site daily to address the medical and medication needs of the clients. Upon intake to the AC, a health screening is completed by the PHN that also includes a temperature check, covid test, and logging of all medication. The new provider will need to complete any health and medication-related trainings to meet this need. The AC has additional contractors co-located at the AC that specialize in sexual orientation, gender identity, and expression (SOGIE) / LGBTQIA+ needs, as well as intervention for commercially sexually exploited youth. The new provider will be expected to engage and communicate effectively with all on-site contractors, health services providers, and the on-site security team to create care and safety plans for the children, youth, and NMDs at the AC. The new provider will also be responsible for de-escalating children, youth, or NMDs who may be experiencing mental health or behavioral issues.

Alameda County SSA, in partnership with various organizations, serves the public by encouraging the financial and social health of individuals and families within its cities. To view SSA’s mission statement online, you may visit the [**About Us section** [https://www.alamedacountysocialservices.org/about-us/index]](https://www.alamedacountysocialservices.org/about-us/index).

The County’s Department of Children and Family Services (CFS) supports this vision by executing services that protect and advocate for children and youth. To view CFS’s mission statement online, you may visit the **[Who We Are section](https://www.alamedacountysocialservices.org/about-us/Children-and-Family-Services/index)** [[https://www.alamedacountysocialservices.org/about-us/Children-and-Family-Services/index]](https://www.alamedacountysocialservices.org/about-us/Children-and-Family-Services/index).

## BIDDER MINIMUM QUALIFICATIONS

Eligible applicants must demonstrate successful experience and specific expertise in:

* + 1. Bidder will be regularly and continuously engaged in the business of providing transitional shelter care services for at least three (3) years which must be clearly stated or demonstrated in Attachment No. 1 - Bid Response Packet and verifiable through the References.
		2. Bidder will be expected to place youth within seventy-two (72) hours of arrival.
		3. Bidder will understand the dynamics and trauma associated with abuse and neglect and have completed mandated reporter training.
		4. Bidder will provide child-friendly and trauma-informed transitional shelter care services.
		5. Bidder will complete medical/physical health assessment and all health- and medication-related tasks when the Alameda County Health Care Services PHN is not present, with appropriate linkages and referrals.
		6. Bidder will manage the day-to-day operations of the AC, providing the basic care and supervision of children, youth and NMDs that frequent the AC.
		7. Bidder will operate twenty-four (24) hours per day, seven (7) days a week. All services will be provided in two facilities on one property.
		8. Bidder(s) will be required to serve children and youth in two separate facilities within the same property. Children ages 0 – 12 and sibling sets of any ages will be cared for in a supportive and caring environment best suited to meet their needs. Older youth and NMDs ages 13 – the day before their 21st birthday will be served and cared for in a separate therapeutic space intended to best meet their unique and varied needs.
		9. Bidder will complete California Department of Social Services (CDSS) background clearances and registration in the Guardian system for all staff prior to starting services
		10. Bidder will provide supervision and attend to the needs of children, youth and NMDs who are waiting for registration and admission to the AC, based on the needs of the milieu and staffing.
		11. Bidder will provide care and supervision and attend to the needs of children, youth, and NMDs with developmental, behavioral, and mental health challenges and will provide additional staffing based on their needs assessment of the children, youth and NMDs, including separating and supervising in an alternative space at the AC.
		12. Bidder will assess children, youth, and NMDs for medical treatment via observation - seeking children, youth, and NMDs feedback and consulting with medical professionals including PHNs and advice nurses.
		13. Bidder will store, monitor, log, and administer/apply prescribed medications for children, youth, and NMDs.
		14. Bidder will ensure staff complete diabetes and any medical and medications training needed to complete tasks.
		15. Bidder will assess and treat children, youth, and NMDs for infectious diseases i.e., scabies and lice.
		16. Bidder will assess children, youth, and NMDs for possible 5150 admission with consultation with local law enforcement (Code 5150, section 5150 of the California Welfare and Institutions Code).
		17. Bidder will complete Runaway Incident reports and send electronically to local law enforcement, community care licensing (CCL), and identified County management staff.
		18. Bidder will possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

## SPECIFIC REQUIREMENTS

Bidder must demonstrate these specific requirements:

* + 1. Bidder will complete Pro-Act or equivalent crisis communication/de-escalation training prior to starting services.
		2. Bidder will provide a supportive, child-friendly place where children can be brought and looked after safely while more thoughtful placements are researched, including assessment of relative placement options.
		3. Bidder will allow for opportunities for youth and young adults to meet with client advocates and receive resources and referrals to specialized programs and community service while at the AC.
		4. Bidder will orient children, youth, and NMDs to the operation, rules, and expectations of the AC. Bidder will be expected to interact with children, youth, and NMDs in a manner that reduces their anxieties and creates an atmosphere of safety and support:
1. Comfort food is provided
2. Personal hygiene needs are attended to
3. Opportunities for debriefing and other soothing activities are available
4. Clothes are laundered or replaced as needed
	* 1. Bidder will intervene to reduce the distress of the children, youth, and NMDs from neglect and/or abuse, as well as the trauma children, youth, and NMDs experience from being removed from their homes.
		2. Bidder will assist children, youth, and NMDs to make a positive adjustment to their new placement.
		3. Bidder will provide the ongoing management of a multidisciplinary, specialty trained support staff.
		4. Bidder will help the children, youth, and NMDs feel as secure as possible during this turbulent time through active supervision and engagement.
		5. Bidder will evaluate the needs of the youth and transfer that information to the County so the best possible decisions are made about placement, services, and treatment.
		6. Bidder will inventory and securely store children, youth, and NMDs personal belongings during their stay at the AC, including secure storage of all cell phones.
		7. Bidder will facilitate daily structured activities for the children, youth, and NMDs intended to relieve stress associated with trauma.
		8. Bidder will provide care and supervision for Covid-19 positive youth when an emergency placement cannot be found and coming to the AC for care is their only option.
		9. Bidder will complete Incident Reports and will send electronically to identified County management staff.
		10. Bidder may make recommendations to County Placement Services staff regarding placement and other services that may be warranted for children/youth and NMDs.
		11. Bidder will attend team meetings to discuss placement concerns for children, youth, and NMDs at the AC.
		12. Bidder will monitor law enforcement, attorney, advocate, birth family and legal guardian visits for children/youth and NMDs at the AC as approved by the County.
		13. Bidder will consult with the County and security guards/law enforcement around safety concerns associated with children, youth, and NMDs who are being served at the AC.
		14. Bidder will work collaboratively with identified service providers and the security team co-located at the AC to provide supportive services to children, youth, and NMDs served by the AC.
		15. Bidder will attend required management and collaborative meetings to include, but are not limited to, daily debrief meetings, AC Operations, AC Collaborative, AC Steering, AC Safety and Security, AC Health and Safety, and Critical Incident Debrief meetings.
		16. Bidder must maintain statistical and financial records necessary for audit review cand produce periodic reports for SSA as instructed.
		17. Bidder must maintain and provide access to the required data elements.

This requirement can be satisfied by entering data in the County’s Clear Impact Database in real-time or by providing nightly updates of data from Contractor’s data system.

* + 1. Bidder must make available to SSA their federal Tax Identification Number (TIN).
		2. Bidder must submit, by the date due, all monthly financial and other reports in the format prescribed by SSA and maintain statistical, financial and other records in such a way as to document and assure the accuracy of the data presented in these reports.
		3. Bidder must comply with fiscal or project monitoring/assessment recommendations from the Contract Liaison and execute any written corrective action plans generated thereby.
		4. Bidder must also comply with all federal, state, and local rules, regulations and policies including but not limited to:
			1. California Code of Civil Procedure Section 2032.020(c);
			2. Contracts Administration Manual, County of Alameda;
			3. Accounting Handbook for Community-Based Organizations, County of Alameda;
			4. Federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super circular).
		5. Bidder must meet the requirements for audit of their expenditures as provided in the above documents.
		6. Bidder must maintain individual client case files and make these files available to and open for inspection by appropriate SSA, and/or Counsel staff.

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

1. Provide registration for all children, youth, and NMDs entering the AC.
2. Attend provider-led debrief/client consultation meetings.
3. Provide community-based organizations (CBOs)/contractors with access to telephonic interpreters and language interpretation services to supplement on-site language access services

## 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?.

Contractor shall provide the following services/deliverables:

|  |  |  |
| --- | --- | --- |
| **RBA Performance Measures** | **Target Goal** | **How to Calculate** |
| **How Much?** | # of youth served  | N/A  | # of unduplicated count of intakes at the assessment center  |
| # of Child and Adolescent Needs and Strengths (CANS) assessments completed\*  | 125  | # of unduplicated CANS assessments completed  |
| **How Well?** | # of CSEC youth identified   |   | # of unduplicated CSEC youth identified through assessments  |
| % of crisis assessments that were completed within 3 days  | N/A  | # of youth who were assessed within 3 days # of youth who accessed the assessment center  |
| # of youth who received a stabilization service within 15 days of the initial assessment  |  | # of youth who received a stabilization service within 15 days  |
| **Better Off?** | % of youth who exited to appropriate housing type | 60% | # of placements made to appropriate housing type# of unduplicated placements made |
| # of youth who demonstrate stability or improvement in functioning\* | N/A | # of unduplicated children in treatment over 6 months will demonstrate stability or improvement in the CANS “Life Domain Functioning” category |
| **Definitions** | **Youth** – child, youth, or non-minor dependent**CANS Assessment** – The Child and Adolescent Needs and Strengths tool**CSEC** – Commercially Sexually Exploited Children**Appropriate Housing Type** – Exited to Country Foster Home, Fictive Kin, Foster Family Agency, Group Home/ Residential Treatment, Parent, Relative, Approved RFA, RFA NREFM, RFA Relative, Transitional Housing Program, or any other housing/voucher program.  |
| **Reporting Timeframe &** **Data Collection Plan** | All data on the above performance measures will be entered into Clear Impact Scorecard, a web-based performance reporting software: <https://clearimpact.com/scorecard/> . Data will be entered on a Quarterly basis as detailed below. Additional demographic data will be required and the reporting system will be determined by program staff.\*This data is tracked internally and will be entered by SSA on FYTD basis. Q1: October 15thQ2: January 15thQ3: April 15thQ4: July 15th |

Above are general performance measures subject to modification once the Bidder is selected and the specific program design and interventions have been identified.

## NETWORKING/BIDDERS CONFERENCES

* + 1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will be conducted online via Microsoft Teams. Bidders can participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) by clicking on the meeting links provided in the Calendar of Events.
		2. To participate via phone for audio access only, a call-in option is available.
		3. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
		4. 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.
	* 1. Potential Bidders are strongly encouraged to attend Networking/Bidders Conference(s) 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.
		2. The list of Bidders Conference attendees will be released in a separate document.
		3. Questions will be addressed in an RFP Question and Answer (Q&A) Addendum document following the Networking/Bidders conference(s). Should there be a need to amend or revise the RFP, an addendum will be issued following the Networking/Bidders Conferences.
		4. In case of conflict between any verbal statements and the written procurement documents, including the RFP and/or Addenda, the written documents will supersede.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA/SELECTION COMMITTEE

* + 1. **Initial Evaluation (Completeness of Response, Debarment and Suspension, and Minimum Years of Experience Required).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A: Completeness of Response), which are determined on a pass/fail basis.
		2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience related to the transitional shelter care services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.
		3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost 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.
		4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
		5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
		6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below, with the exception of Reference Checks. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The preliminary score will be based on the total points, with the exception of points allocated to References.
		7. **Shortlist Process.**  The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stages of the optional avendor interview and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references and optional vendor interview. The Bidders receiving the highest preliminary scores with at least 200 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
		8. **Reference Checks.** Bidders are to provide a list of five (5) references. Reference points will be given based on our ability to contact three (3) of the five (5) references. References should be able to address and describe their knowledge of your organization’s ability to provide the services listed in the RFP. Services or goods provided by Bidder to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

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

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

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

* + 1. **Optional Vendor Interviews.** The County may, in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
		2. **Final Score**: The final maximum score for any procurement is 500 points. Proposals will be ranked by their final scores.
			1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the references score added will be the final score.
			2. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
		3. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the County of Alameda Social Services Agency Contracts Office only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
		4. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
		5. The zero (0) to five (5) point scale range is defined as follows:

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

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

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight Points** |
|  | **Completeness of Response:**Responses to this RFP must be complete. Responses that do not include the requirements identified within this RFP, Q&A, and all Addenda or do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and receive no further consideration. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and rated as a Fail.  | 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 <https://sam.gov/content/home>. |  Pass/Fail |
| **C.** | **Minimum Years of Experience Required:**Does your agency have the required minimum 3 years of experience providing transitional shelter care services? | Pass/Fail |
| **D.** | **Agency Description:**Proposals will be evaluated against the RFP specifications and the questions below: * + 1. Describe your agency and its mission and how your services are in alignment with the proposed services presented in this request for RFP.
		2. Provide an overview of your agency’s primary program components and services:
1. Number of years in business
2. Target populations served
3. Number of clients
4. Demographic and geographic information
5. Staffing pattern, size and composition
6. Networking relationships
 | 5 Points5 Points= 10 Total Points |
| **E.** | **Program Design:** Proposals will be evaluated against the RFP specifications and the questions below: 1. Discuss how your program will provide child friendly and trauma informed services to support the needs of the children, youth, and NMD entering the Assessment Center. Describe the services or strategies provided and share any success you’ve had utilizing these services and strategies to reduce the trauma response.

 1. What do you believe are the challenges facing children, youth and NMDs in Alameda County? Describe how your program is qualified to work with children of color and your experience working with Alameda County youth? If no experience, what steps will you take to address this?

 1. What additional services will be offered to assist in supporting the success of the transition and stabilization of the placement?
2. How will you ensure continuous communication and feedback between your agency, SSA, and other therapeutic milieu partners?
 | 5 points5 Points3 Points2 Points= 15 Total Points |
| **F.** | **Relevant Experience:**Proposals will be evaluated against the RFP specifications and the questions below: 1. Describe your prior experience and expertise in providing transitional shelter care and/or child care services to the target populations specified in the RFP. Your response should include the number of clients served, demographics of the clientele served, partnerships and/or collaborations with other community organizations and/or County CFS staff.
2. Describe potential issues or problems with providing transitional shelter care services and how you plan to address them. Describe any major achievements and challenges with programs of same/similar scope.
 | 12 Points8 Points= 20 Total Points |
| **G.** | **Administrative/Organizational Capacity:**Proposals will be evaluated against the RFP specifications and the questions below: 1. Describe the applicable education, experience, and licensing of the personnel designated to work on the project?
2. Indicate how your proposal addresses issues of diversity (i.e. cultural, linguistic, geographic, etc.). Describe the strategies and processes your organization will use to assure that services are culturally/linguistically appropriate, sensitive and relevant to the client population.
3. Describe any innovative and unique methods and strategies that you would use to supplement the core transitional shelter care services.
 | 4 Points7 Points4 Points= 15 Total Points |
| **H.** | **Cost Efficiency/Fiscal Management:**Proposals will be evaluated against the RFP specifications and the questions below: 1. Describe your fiscal management experience and the fiscal controls that will be used for budgetary tracking from the program level to the staff level.
2. Describe how your project budget is sufficient to support the proposed activities.
3. Describe and explain how your costs are reasonable and appropriate.
 | 4 Points3 Points3 Points= 10 Total Points |
| **I.** | **Service Flow Chart** Please provide your agency’s proposed services in a flow chart format. |  = 10 Total Points |
| **J.**  | **References** Please refer to Attachment No. 1 - Bid Response Packet for County-provided template |  = 10 Total Points |
| **K.** | **Oral Presentation/Vendor Interview:**1. The oral presentation shall not exceed five (5) minutes in length.
2. The oral interview on the proposal shall not exceed

 sixty (60) minutes. Should the County opt to conduct a  vendor interview, the oral interview may include  responding to standard and specific questions from the CSC  regarding the Bidder’s proposal. Whether or not a  shortlist process is used, the scores of any evaluation  criterion above may be revised or informed based on the  vendor interview. |   = 10 Total Points |

### EXAMPLE – CSC RATING FORM

**SECTION 1: Minimum Bidder Requirements**

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

Bidder(s), its principal, and named subcontractors are not identified on the list of federally debarred, suspended or other excluded parties located at <https://sam.gov/content/home>. (Bidder has submitted a signed Debarment & Suspension Form).

3. Minimum three (3) years of experience required [ ] yes/pass [ ] no/fail

**SECTION 2: Rating Elements**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Evaluation Criteria** | **Weight** **Point (100)** | **X** | **Point Scale****(0-5)** | **=** | **Total****Point (500)** |
| **Agency Description:**Proposals will be evaluated against the RFP specifications and the questions below: 1. Describe your agency and its mission and how your services are in alignment with the proposed services presented in this request for RFP.
2. Provide an overview of your agency’s primary program components and services:
3. Number of years in business
4. Target populations served
5. Number of clients
6. Demographic and geographic information
7. Staffing pattern, size, and composition
8. Networking relationships
 | 55 | XX | Max5 pt.Max5 pt. | == | 2525 |
| **Program Design:** Proposals will be evaluated against the RFP specifications and the questions below: 1. Discuss how your program will provide child friendly and trauma informed services to support the needs of the children, youth, and NMDs entering the Assessment Center. Describe the services or strategies provided and share any success you’ve had utilizing these services and strategies to reduce the trauma response.

 1. What do you believe are the challenges facing children, youth and NMDs in Alameda County? Describe how your program is qualified to work with children of color and your experience working with Alameda County youth? If no experience, what steps will you take to address this?
2. What additional services will be offered to assist in supporting the success of the transition and stabilization of the placement?
3. How will you ensure continuous communication and feedback between your agency, SSA, and other therapeutic milieu partners?
 | 5532 | XXXX | Max5 pt.Max5 pt.Max5 pt.Max5 pt. | ==== | 25251510 |
| **Relevant Experience:**Proposals will be evaluated against the RFP specifications and the questions below: 1. Describe your prior experience and expertise in providing transitional shelter care and/or child care services to the target populations specified in the RFP. Your response should include the number of clients served, demographics of the clientele served, partnerships and/or collaborations with other community organizations and/or County CFS staff.
2. Describe potential issues or problems with providing transitional shelter care services and how you plan to address them. Describe any major achievements and challenges with programs of same/similar scope.
 | 128 | XX | Max5 ptMax5 pt. | == | 6040 |
| **Administrative/Organizational Capacity :**Proposals will be evaluated against the RFP specifications and the questions below: 1. Describe the applicable education, experience, and licensing of the personnel designated to work on the project?
2. Indicate how your proposal addresses issues of diversity (i.e. cultural, linguistic, geographic, etc.) Describe the strategies and processes your organization will use to assure that services are culturally/linguistically appropriate, sensitive and relevant to the client population.
3. Describe any innovative and unique methods and strategies that you would use to supplement the core transitional shelter care services.
 | 474 | XXX | Max5 pt.Max5 ptMax5 pt | === | 203520 |
| **Cost Efficiency/Fiscal Management:**Proposals will be evaluated against the RFP specifications and the questions below: 1. Describe your fiscal management experience and the fiscal controls that will be used for budgetary tracking from the program level to the staff level.
2. Describe how your project budget is sufficient to support the proposed activities.
3. Describe and explain how your costs are reasonable and appropriate.
 | 433 | XXX | Max5 pt.Max5 pt.Max5 pt. | === | 201515 |
| **Service Flow Chart:**Please provide your agency’s proposed services in a flow chart format. | 10 | X | Max5 pt. | = | 50 |
| **References** Please refer to Attachment No. 1 - Bid Response Packet for County-provided template. | 10 | X | Max5 pt. | = | 50 |
| **Oral Presentation and Interview:**1. Your organization’s oral presentation shall not exceed five (5) minutes in length.
2. The oral interview on the proposal shall not exceed sixty (60) minutes. Should the County opt to conduct a vendor interview, the oral interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview.
 | 10 | X | Max5 pt. | = | 50 |
| **Grand Total**  | **100** | **X** |  **5** | **=** | **500** |

## CONTRACT EVALUATION AND ASSESSMENT

##

During the initial one hundred twenty (120)-day period of any contract which may be awarded to Contractor, any persons designated by the County may 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 INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all Bidders will be notified in writing via e-mail of the contract award recommendation, if any, by the Social Services Agency Contracts Office. The document providing this notification is the Notice of Intent to Award.

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

* + - 1. The name of the Bidder being recommended for contract award.
			2. The names of all other parties that submitted proposals.
		1. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful Bidders may 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

Alameda County SSA 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. Bid protests must be submitted in writing and addressed to the County's SSA Financial Services Director in the letter.
		2. The mailing address for submitting a Bid protest is:

Alameda County Social Services Agency / Contracts Office

Bid Protest

Attn: Erika Odhiambo

2000 San Pablo Ave, 4th Floor, Suite 451B

Oakland, CA 94612

* + 1. Any bid protest must be submitted in writing by 5:00 p.m. of the seventh (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder.
		2. A Bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the seventh (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.
		3. Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.
			1. The Bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, and telephone number of the person representing the protesting party.
			4. The County Agency/Department will notify all Bidders of the protest as soon as possible.
		4. Upon receipt of written protest, the SSA Financial Services Director, or their designee, will review and evaluate the protest and issue a written decision. The SSA Financial Services Director, may, at their discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing or SSA award date.

A notification of the decision will be communicated by e-mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors or SSA in the Notice of Intent to Award/Non-Award will stand.

* + 1. The decision of the SSA Financial Services Director on the bid protest may be appealed to the Auditor-Controller’s Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA, 94612, Email: OCCR@acgov.org , unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidders affected by the SSA Financial Services Director’s decision on the protest, and the protestor have the right to appeal if they feel the SSA Financial Services Director’s decision is incorrect. All appeals to the Auditor-Controller’s OCCR must be in writing and submitted within seven (7) calendar days following the issuance of the decision by the SSA Financial Services 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.
		2. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
	1. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the Bid or, if applicable, County contracting policies or other laws and regulations.
	2. The appeal to the OCCR must be limited to the grounds raised in the original protest and the decision by the SSA Financial Services Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
	3. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
	4. The finding of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller’s OCCR will be furnished to the protestor.
	5. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
		1. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder’s failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## TERM/TERMINATION/RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this RFP, will be two (2) fiscal years.
		2. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for an additional one (1) year term at agreed upon prices with all other terms and conditions remaining the same.
		3. The County has and reserves the right to suspend, terminate, or abandon the execution of any work, services, and/or providing of goods by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor’s work, services, and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time 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.
		4. 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.

## PRICING

* + 1. Prices quoted shall be firm for the first twenty-four (24) months of any contract that may be awarded pursuant to this RFP.
		2. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
		3. 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.
		4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
		5. Taxes and freight charges:
			1. All prices are to be Free On Board (F.O.B.) destination. Any freight/delivery charges are to be included.
			2. 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.
			3. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
			4. 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.
			5. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
		6. All prices quoted shall be in United States dollars and rounded to the nearest dollar.
		7. Price quotes shall include any and all payment incentives available to the County.
		8. 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.
		9. 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.
		10. 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.
		11. 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. Most Responsive and Responsible Bidder(s)
			1. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions

* + - 1. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
			2. The committee will recommend award to the Bidder(s) 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.
		1. **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, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION. The successful Bidder(s) 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.
		2. County Rights
			1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the County.
			2. Any bid proposals that contain false or misleading information may be disqualified by the County.
			3. The County reserves the right to award to a single or multiple Contractors.
			4. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
			5. The County has the right to decline to award this contract or any part thereof for any reason.
		3. Procedures
			1. Board approval is required to award a contract.
			2. Final contract terms and conditions will be negotiated with the selected Bidder. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
			3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Bidder may access a copy of the Standard Services Agreement template at:

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

[[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)]

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s). As noted above, **Exhibit G, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION**, will be part of the contract.

A copy of the required contract Exhibits may be found in Attachment No. 1 – Bid Response Packet.

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

## METHOD OF ORDERING

* + 1. A written Purchase Order (PO) will be issued after a signed Standard Services Agreement 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 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.
		5. Written PO will be issued upon approval of written itemized quotations received from the Contractor.

## INVOICING

The Alameda County SSA Finance Department has established a centralized Payments Unit.Please send all invoices and all payment questions to SSAInvoices@acgov.org, and copy on the email your program point of contact from the CFS Department of the Social Services Agency.

This unit will be your point of contact for all payment and invoicing matters.  If you need additional assistance, please contact Beverly Warren, Financial Services Officer at brwarren@acgov.org.

* + 1. Invoices must contain the following elements:
			1. Must be on company letterhead that includes name, address, and contact information.
			2. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
			3. Document must contain the title *Invoice*.
			4. The date of the invoice.
			5. A description of services.
			6. The date range for services provided.
			7. If needed, itemization of any sales tax and delivery/postage charges.
			8. The PO number provided by the County.
			9. The total amount owed.
			10. Remittance instructions/address.
			11. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.
			12. The CEO or Executive Director must be included in the *cc*.
			13. All data as required by your contract.
		2. Contractor shall invoice the County monthly, due by the 10th day of the following month for actual costs incurred.
		3. Funding under this contract does not duplicate funding from other sources. Funds received under this contract may be used for leveraging any funds received by the agency from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of the duplicate funding.
		4. Failure to submit required reports can delay the processing of invoices for reimbursement. The amount shown in the contract with Alameda County Social Services Agency is based on the estimated amount at the time the contract was executed. This does not affect the total contract amount that was awarded to your agency. The actual federal expenditure amount, if any, will be available to contractors by October of the following fiscal year and Contractor shall contact the SSA Contract Liaison to receive this information.
		5. In order for the County to meet year end closing deadlines, Contractor must submit the May invoice and any prior late invoices by June 10. The June invoice must be submitted by July 10.

## 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.

## COMMUNICATION REQUIREMENTS

County will provide a central point of contact person as the coordinator for this contract.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
		2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
		3. Contractor must provide a dedicated, competent account manager who 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 SSA/CFS 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

Alameda County SSA 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 SSA 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, **by 5:00 p.m. on** **November 17, 2023** to:

Alameda County Social Services Agency / Contracts Office

RFP No. 2023-SSA-CFS-TSCS

Transitional Shelter Care Services

Attn: Erika Odhiambo

2000 San Pablo Ave, 4th Floor, Suite 451B

Oakland, CA 94612

E-Mail: Erika.Odhiambo@acgov.org

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda.

Go to [**Alameda County Contracting Opportunities** [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) to view current contracting opportunities.

## SUBMITTAL OF PROPOSALS

* + 1. Document Submittal
			1. All proposal documents must be SEALED and RECEIVED at the Contracts Office of Alameda County SSA by 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends early submittal; **UNSEALED OR LATE BIDS CANNOT BE ACCEPTED**.
			2. IF HAND DELIVERING BIDS, please email Erika Odhiambo (Erika.Odhiambo@acgov.org) to make an appointment to drop off your bid.
			3. PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.
			4. No email or facsimile bids will be considered.
			5. Bids will be received ONLY at the address shown below, and by 2:00 p.m. on the due date 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.
			6. All bids, whether delivered by an employee of Bidder, U.S. Postal Service courier, or package delivery service, must be received at the stated address prior to the time designated. The Alameda County SSA Contracts Office receipt shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.
			7. Bids are to be addressed and delivered as follows:

Alameda County Social Services Agency / Contracts Office

RFP No. 2023-SSA-CFS-TSCS

Transitional Shelter Care Services

Attn: Erika Odhiambo

2000 San Pablo Ave, 4th Floor, Suite 451B

Oakland, CA 94612

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

* + 1. Bid Response Preparation and Format
			1. Bidders are to submit one (1) original hardcopy bid (Attachment No. 1 – Bid Response Packet, including additional required documentation), **with original signatures or DocuSign**. All hard copy 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 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.
			2. Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single PDF file (PDF with Optical Character Recognition 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 disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.
			3. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS, WITH THE EXCEPTION OF THE BUDGET PAGE(S). BIDDERS SHALL NOT PRODUCE A RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
			4. The submitted proposal must conform to and include Attachment No. 1 – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Attachment No. 1, as revised and published through Addenda, is not used.**
			5. For the Bids to be considered complete, the Bidder **must** provide responses to all information requested, and as revised by any Addenda. See Attachment No. 1 – Bid Response Packet (separate file).
			6. Bid responses are to be straightforward, clear, concise and specific to the information requested in the RFP.
			7. In whole or in part, Bid responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary.  The County will 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/>].
		2. Submissions Process
			1. All costs required for the preparation and submission of a bid shall be borne by Bidder.
			2. 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” will 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.
			3. The final award information will be posted on the County’s “Contracting Opportunities” website.
			4. The County reserves the right to reject any proposal.
			5. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents
			6. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, 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.
			7. 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.
		3. Legal Requirements
			1. 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.
			2. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
			3. By submitting a bid proposal, the 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 RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
			4. By submitting a bid proposal, the 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).

###  ATTACHMENT NO. 1

**BID RESPONSE PACKET**

**(please see separate document)**

###