



# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL NO. 2025-SSA-WBA-STG1 for CalWORKs Stage One Child Care Services

For complete information regarding this project, see the 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: Kiesha Douglas, Program Financial Specialist

Phone Number: (510) 271-9136

Email Address: [Kiesha.Douglas@acgov.org](mailto:Kiesha.Douglas@acgov.org)

Alameda County Social Services Agency / Contracts Office

### RESPONSE DUE

by

**2:00 p.m. on Tuesday, April 29, 2025**

By Mail:

**Alameda County Social Services Agency / Contracts Office**

RFP No. 2025-SSA-WBA-STG1

Attn: Kiesha Douglas

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

Oakland, CA 94612

or

Schedule an appointment to drop off your submission



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# CALENDAR OF EVENTS

## REQUEST FOR PROPOSAL No. 2025-SSA-WBA-STG1 CalWORKs Stage One Child Care Services

EVENT	DATE/LOCATION
RFP Issued	March 7, 2025
Networking/Bidders Conference No. 1	<p>March 17, 2025, 1:00 p.m. – 3:00 p.m. (PST)</p> <p>Microsoft Teams meeting  <a href="#">Join the meeting now</a>                      Meeting ID: 214 925 305 891                      Passcode: 4oo7ZF2d</p> <p>Dial in by phone  <a href="#">+1 415-915-3950,,158957850#</a> United States, San Francisco  <a href="#">(888) 715-8170,,158957850#</a> United States (Toll-free)</p> <p>Phone conference ID: 158 957 850#</p>
Networking/Bidders Conference No. 2	<p>March 18, 2025, 1:00 p.m. – 3:00 p.m. (PST)</p> <p>Microsoft Teams meeting  <a href="#">Join the meeting now</a>                      Meeting ID: 269 675 732 365                      Passcode: 7et2Bc75</p> <p>Dial in by phone  <a href="#">+1 415-915-3950,,272281204#</a> United States, San Francisco  <a href="#">(888) 715-8170,,272281204#</a> United States (Toll-free)</p> <p>Phone conference ID: 272 281 204#</p>
Written Questions Due via Email: kiesha.douglas@acgov.org	March 19, 2025, by 5:00 p.m.
Bidders Conferences List of Attendees Issued	April 2, 2025
Addendum Issued [only if necessary to amend RFP]	April 11, 2025
Questions & Answers Issued	April 4, 2025
Response Due 2000 San Pablo Avenue, 4th Fl., Suite 451B, Oakland, CA 94612	April 29, 2025
Evaluation Period	May 6, 2025, through May 27, 2025
Vendor Interviews	June 10, 2025
Notice of Intent to Award Issued	June 12, 2025
Board of Supervisors Consideration Award Date	November 2025
Contract Start Date	January 1, 2026

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

**COUNTY OF ALAMEDA**  
**REQUEST FOR PROPOSAL (RFP) No. 2025-SSA-WBA-STG1**  
**SPECIFICATIONS, TERMS, AND CONDITIONS**  
**for**  
**CalWORKs Stage One Child Care Services**

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**I. ACRONYM AND TERM GLOSSARY**

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

AC	Alameda County
ACSSA	Alameda County Social Services Agency
APP	Alternative Payment Program
Bid	A bidder’s response to this Request
Bidder	The specific person or entity responding to this RFP
Board	The County of Alameda Board of Supervisors
CalWORKs	California Work Opportunity and Responsibility to Kids Program
CDE	California Department of Education
CW 115	The State mandated Child Care Monthly Report for CalWORKs Families
CW 115A	The State mandated Child Care Monthly Report for Two Parent Families
CSC	County Selection Committee
Contractor	When capitalized, refers to selected bidder that is awarded a contract
County	When capitalized, refers to the County of Alameda
CDSS	California Department of Social Services
DGS	Department of General Services
Federal	Refers to United States Federal Government, its departments and/or agencies
FT	Full Time
FY	State Fiscal Year, July 1 to June 30
IRS	Information, Referrals, and Support
Labor Code	California Labor Code
MPP	CDSS Manual of Policies and Procedures
OCCR	Office of Contract Compliance and Reporting
GCR	Government and Community Relations
Proposal	Bidder/contractor response to this RFP
PO	Purchase Order(s)
PT	Part Time
Request for Proposal	This document, which is the County of Alameda’s request for contractors’/bidders’ proposal to provide the goods and/or services being solicited herein; also referred herein as RFP
Response	Bidder’s proposal submitted in reply to RFP
RBA	Results Based Accountability
R&R	Resource and Referral
State	State of California, its departments and/or agencies
TrustLine	California’s registry of in-home child care providers
WTW	Welfare-to-Work program

**II. STATEMENT OF WORK**

**A. INTENT**

California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care helps families access immediate and continuous child care. It is intended to ensure that access to stable child care is never a barrier to fully engaging in the CalWORKs program. Alameda County Social Services Agency (ACSSA) intends to award a 36-month contract, starting January 1, 2026, with an option to renew the contract for up to two additional fiscal years, depending on funding availability. The contract will be awarded to the bidder(s) selected as the most responsible, whose proposal conforms to and meets the County’s requirements.

Bidder(s) must ensure the following actions are met for all CalWORKs recipients residing and seeking child care services in any of the 4 regions:

- a. Ensure that the applicant is provided with the necessary information and assistance to make an informed child care choice;
- b. Determine that the applicant is eligible to receive child care services and the child care provider meets all eligibility criteria;
- c. Process the child care certification; and
- d. Process and issue child care provider payments.

Region 1	Region 2	Region 3	Region 4
Alameda	Castro Valley	Fremont	Dublin
Albany	Hayward	Newark	Livermore
Berkeley	San Leandro	Union City	Pleasanton
Emeryville	San Lorenzo		Sunol
Oakland			

ACSSA is seeking proposals to facilitate the Stage One Child Care program for Alameda County (AC) CalWORKs recipients. The Contractor(s) will assist recipients in obtaining immediate and continuous quality child care services. The Contractor(s) shall provide licensed and license-exempt child care services, including child care referral and provision of payment to child care providers for all CalWORKs Stage One recipients needing these services for their children. The

Contractor(s) shall adhere to the policies and procedures pertaining to Stage One Child Care as described in Division 47 of the California Department of Social Services (CDSS) [Manual of Policies and Procedures](https://www.cdss.ca.gov/inforesources/letters-regulations/legislation-and-regulations/calworks-calfresh-regulations/eligibility-and-assistance-standards) (MPP) available at: <https://www.cdss.ca.gov/inforesources/letters-regulations/legislation-and-regulations/calworks-calfresh-regulations/eligibility-and-assistance-standards>

## B. REFERRALS

1. Contractor(s) will administer CalWORKs Stage One Child Care Services and manage recipients' transition from Stage One Child Care to Stage Two Child Care so that recipients do not experience a break in their child care services as they move between the stages of CalWORKs child care services.
2. Contractor(s) will inform the recipient about the full array of subsidized child care programs available, in addition to CalWORKs Stage One Child Care, explain the various types of child care available to recipients (licensed and license-exempt child care), and provide parental choice rights and consumer education information.
3. Contractor(s) will immediately deliver services to CalWORKs recipients who are eligible for Stage One Child Care services.
4. Contractor(s) will provide each recipient with at least three child care referrals whenever possible. It is understood that these are referrals, not recommendations. CalWORKs Stage One participants choose their child care provider.
5. Contractor(s) will provide CalWORKs Stage One recipients with verbal and written information on choosing child care as well as their responsibilities of becoming an employer should they choose to have someone come into their own home to care for their children. Recipients will also be given the opportunity to view a video on what to consider when making a choice.
6. Contractor(s) will provide training to CalWORKs participants on parent education and choosing quality child care.
7. Contractor(s) will follow-up with all recipients to ascertain each recipient's success in finding appropriate child care.
8. Contractor(s) will provide further referrals if requested by a participant.

Contractor(s) will provide each recipient with the names and phone numbers of all state-funded child care programs for which they may be

eligible and encourage recipients to put their names on the waiting lists for child care.

9. Contractor(s) will maintain adequate staff capacity and resources to assist Limited English Proficiency (LEP) clients with language accessibility and offer individualized services that are in their primary languages, to the extent possible.

## C. ENROLLMENTS

Contractor(s) will determine whether the child care facility chosen by the parent requires a license. If a license is required, Contractor(s) will verify the current status of the license. In the event the license is not valid, Contractor(s) will inform the parent and provide guidance on selecting an eligible child care provider.

1. Contractor(s) will not recommend or pay for child care provided by persons under the age of eighteen.
2. Contractor(s) will not pay for child care when public schools (K-12th grade) are available to provide the care at no charge.
3. Contractor(s) will verify the need for family fees.
4. Contractor(s) will ensure eligible CalWORKs recipients have immediate and continuous child care.
5. Contractor(s) will have the participant sign off that the child care policies have been received and read.
6. Contractor(s) will create child care provider files containing:
  - a. License information,
  - b. TrustLine information,
  - c. Provider fee/rates,
  - d. Provider program rules agreement form, etc.
  - e. For those chosen child care providers exempt from licensing, and exempt from TrustLine process because of familial relationship, Contractor will request the child care provider to provide identification and the Declaration of Exemption from TrustLine Registration and Health and Safety Self-Certification form, also known as the CCP 1. If the child care provider is unable to provide

such verification, they must then go through the TrustLine process. This action provides additional assurance and protection to CalWORKs children receiving child care services in the care of exempt child care providers.

7. Contractor(s) will ensure child care providers are notified when child care changes occur.
8. Contractor(s) will contact the child care provider to discuss the rate charged to ensure it is within the market rate.
10. Contractor(s) will troubleshoot issues that might cause displacement of a child from child care in order to prevent multiple placements.
11. Contractor(s) will prepare the transition of CalWORKs recipients to Stage Two Child Care or Stage Three Child Care by completing all necessary documentation.
12. Changes to any of the above, after approval by the County CalWORKs program, will be made and recorded.

D. CHILD CARE PROVIDER PAYMENTS

1. Contractor(s) will provide payment services including, but not limited to, collection of child care provider timesheet records and processing and mailing subsidy payments (up to the limits established by CDSS) to licensed and license-exempt child care providers for CalWORKs Stage One Child Care.
2. Contractor(s) will compare all requests for child care provider payments with the provider's contract and daily attendance sheets before approving a payment.
3. Contractor(s) will pay the child care providers for the contracted period and the contract rates on a cost-reimbursement basis.
4. Contractor(s) will pay the child care providers within 30 days of receipt of the providers' correct and approved invoice.
5. Contractor(s) will follow up on all payment questions and issues.

E. DATA COLLECTION

1. On a monthly basis, Contractor(s) will provide the County with:

- a. Data compiled to complete CW 115 and CW 115A reports no later than the 15<sup>th</sup> of the month. If the 15<sup>th</sup> falls on the weekend, reports shall be due the Friday prior.
  - b. A child care monthly report which includes data elements established by Department of Workforce & Benefits Administration (WBA) staff and /or a Government and Community Relations (GCR) no later than two business days prior to the 20<sup>th</sup> of every month.
2. Records on the numbers of children serviced in child care centers, family child care homes, or licensed-exempt care provided to CalWORKs recipients and the amounts expended for such care.
  3. Any suspected improper or potentially fraudulent use of CalWORKs Stage One Child Care funds, any suspected overpayment made with CalWORKs Stage One Child Care funds, or misinformation provided by a CalWORKs recipient with regard to child care.
  4. Data reports as needed and requested by ACSSA.

F. BIDDER MINIMUM QUALIFICATIONS

1. Bidder(s) must be a Resource and Referral and/or Alternative Payment Program agency and have been regularly and continuously engaged in the business of providing child care services for at least five years.
2. If bidding for more than one region, bidder(s) must have a physical location in that region to serve the CalWORKs Stage One recipients.
3. Bidder(s) must possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.
4. Bidder(s) must employ staff with experience and expertise to provide the services as specified under this RFP.
5. Bidder(s) must have bilingual staff to meet the needs of the County's CalWORKs participants. Bidder(s) must have a methodology for verifying bilingual employees are competent in reading, writing, and speaking both English and the other languages in which they are providing services. The Contractor's methodology must be shared with the County upon request.

## G. SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY

1. Contractor(s) must have continual access to a facility that is:
  - a. In compliance with all applicable state and local building and fire codes; and
  - b. Large enough to comfortably house the required meetings with CalWORKs recipients.
2. Contractor(s) will maintain staff that have:
  - a. A demonstrated track record of providing successful child care services;
  - b. Experience and expertise in working with diverse populations;
  - c. The language capacity necessary to serve a linguistically diverse population;
  - d. The qualifications and experience necessary to successfully achieve required performance measures; and
  - e. The ability to collect required data and submit accurate and timely reports to the County.
3. Contractor(s) will maintain statistical, financial, and other records/reports necessary for audit review by the County and assure the accuracy of the data.
4. Contractor(s) will comply with fiscal or program monitoring/assessment recommendations by the County liaison and execute all written corrective action plans generated thereby.
5. Contractor(s) will maintain individual client case files and make these files available for inspection by ACSSA staff.

## H. DELIVERABLES / REPORTS

Contractor will submit the Child Care Monthly Report CalWORKs Families CW115 and the Child Care Monthly Report Two Parent Families CW 115A to ACSSA on a monthly basis by the 15<sup>th</sup> of the month.

1. Maintenance and Preservation of Records

Contractor(s) will prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided to eligible ACSSA clients, and to maintain and preserve said records for at least three years from the date of final payment under the potential agreement.

2. Inspection of Records

Pursuant to California Government Code Section 8546.7, all records documents, conditions and activities of selected Contractor(s) and its subcontractors, related to the services provided, shall be subject to the examinations and audit of the California State Auditor and any other duly authorized local, state and/or federal agencies. Selected Contractor(s) will further agree to allow interviews of any of its employees who might reasonably have information related to such records by Count and any authorized local, state and/or federal agencies.

Contractor will be expected to submit performance measure reports that is identified in section II, part I. Outcome Measures.

I. OUTCOME MEASURES

ACSSA 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 ACSSA 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?

RBA Performance Measures		Target Goal	How to Calculate	Contractor's Internal Data Collection Method for Performance Measure
How Much Did We Do?	# of child care subsidies issued	Monthly	Count of child care subsidies issued	Monthly Report (Data Collection, Subsections 1.a. & b.)
	# of surveys issued	Annual	Count of surveys provided to participant	Annual Report
How Well Was It Done?	% of participants reporting satisfaction with services	Annual	$\frac{\text{\# of participants reporting satisfaction on survey}}{\text{\# of participants completed surveys}}$	Annual Report
	% of surveys received	Annual	$\frac{\text{\# of completed surveys received}}{\text{\# of surveys issued}}$	Annual Report
Is Anyone Better Off?	% of CalWORKs families reporting child care made it easier to maintain employment / education goals	Annual	$\frac{\text{\# of families reporting child care subsidies made it easier to maintain employment/ education goals}}{\text{\# of families completed the survey}}$	Annual Report
Definitions	*Survey- Contractor shall annually conduct a family survey of their choice no later than the end of any given fiscal year.			

Above are general performance measures subject to modification once the Bidder is selected and the specific program design and interventions have been identified. Contractor will be responsible for developing a system to collect and analyze each performance measure on a monthly and/or annual basis. In addition to tracking the progress towards the above performance measures, Contractor will provide an annual quality assurance report that demonstrates the strategies employed to ensure data quality

and accuracy. ACSSA may request individual client data on the services provided for evaluation and/or quality assurance purposes.

J. NETWORKING/BIDDERS CONFERENCES

1. The Bidders Conference(s) will be held online via Microsoft Teams on the date(s) and time(s) specified in the Calendar of Events. Bidders can participate via a computer with a stable internet connection (the recommended Bandwidth is 512kbps) using the web link(s) 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 participate remotely using equipment with audio output such as speakers, headsets, or a telephone.
4. Bidders Conference(s) will be held to:
  - a. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goals, and services.
  - b. Provide the County with an opportunity to receive feedback related to this RFP.
5. The Bidders Conference(s) Attendees List will be released in a separate document.
6. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) document following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
7. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Kiesha Douglas, Program Financial Specialist  
RFP No. 2025-SSA-WBA-STG1  
ACSSA Contracts Office  
Email: Kiesha.Douglas@acgov.org
8. Attendance at the Bidders Conference(s) is highly recommended but not mandatory.

### III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

#### A. 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 Stage One Child Care 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 price quoted and the actual cost, the price quoted 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 involve a two-stage approach, starting with an initial assessment of the written proposal and preliminary

scoring to develop a shortlist of Bidders that will continue to the final stages with an optional vendor interview and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references and the 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 shortlisted applicants; however, the preliminary scores at that time will not be communicated to Bidders.

8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.

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 the references provided in order to determine Bidder's performance record on work similar to that described in this request.

9. **Optional Vendor Interviews.** The County may, in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score:** The final maximum score for any procurement is 500 points. Proposals will be ranked by their final scores.

- a. 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.
  - b. With Vendor Interview. In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the ACSSA 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.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest-priced response.
13. The zero (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 achieve 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.
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14. The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight Points
<b>A.</b>	<p><b>Completeness of Response:</b></p> <p>Responses to this RFP must be complete. Responses that do not include the requirements identified within this RFP, Q&amp;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.</p>	Pass/Fail
<b>B.</b>	<p><b>Debarment and Suspension:</b></p> <p>Bidders, its principal, and named subcontractors are not identified on the list of federally debarred, suspended, or other excluded parties located at <a href="https://sam.gov/content/home">https://sam.gov/content/home</a>.</p>	Pass/Fail
<b>C.</b>	<p><b>Minimum Years of Experience Required:</b></p> <p>Does your agency have the required minimum of 5 years of experience in supporting this type of contract?</p>	Pass/Fail
<b>D.</b>	<p><b>Agency Description:</b></p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Describe your agency and its mission and how your services are in alignment with the proposed services presented in this request for RFP.</li> <li>2. Provide an overview of your agency’s primary program components and services: <ol style="list-style-type: none"> <li>a. Number of years in business</li> <li>b. Target populations served</li> <li>c. Number of clients served</li> <li>d. Demographic and geographic information</li> </ol> </li> </ol>	<p>5 Points</p> <p>5 Points</p>

	<p>e. Staffing pattern, size and composition</p> <p>f. Networking relationships</p>	= 10 Total Points
<b>E.</b>	<p><b>Program Design:</b></p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Describe in detail the program design and how this program will be administered when child care service is requested and referred by ACSSA staff.</li> <li>2. Provide detailed examples of how you would resolve potential issues/problems that may arise.</li> <li>3. What additional services will be offered to assist in supporting the success of CalWORKs clients?</li> <li>4. How will you ensure continuous communication and feedback between your agency and ACSSA?</li> </ol>	<p>5 points</p> <p>5 Points</p> <p>3 Points</p> <p>2 Points</p> <p>= 15 Total Points</p>
<b>F.</b>	<p><b>Relevant Experience:</b></p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Describe your prior experience and expertise in providing Stage One 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 staff.</li> <li>2. Describe your knowledge, understanding and experience working with ACSSA CalWORKs clients requesting CalWORKs Stage One Child Care or similar child care experience in the selected region(s) (Regions 1, 2, 3, 4)?</li> <li>3. Describe potential issues or problems with providing Stage One Child Care services and how you plan to address them. Describe</li> </ol>	<p>10 Points</p> <p>10 Points</p> <p>5 Points</p>

	any major achievements and challenges with programs of same/similar scope.	= 25 Total Points
<b>G.</b>	<p><b>Administrative/Organizational Capacity:</b></p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Describe your capacity to provide quality child care services and resource information to CalWORKs clients in each region (Region 1, 2, 3 and 4) including the ability and flexibility to meet the needs of ACSSA clients? <span style="float: right;">10 Points</span></li> <li>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 CalWORKs clients. <span style="float: right;">5 Points</span></li> <li>3. Describe your ability to collect the required data, keep client case files and submit accurate and detailed reports on time. <span style="float: right;">3 Points</span></li> <li>4. Describe your positive and collaborative working relationship with ACSSA staff. <span style="float: right;">2 Points</span></li> </ol>	= 20 Total Points
<b>H.</b>	<p><b>Cost Efficiency/Fiscal Management:</b></p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>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. <span style="float: right;">4 Points</span></li> <li>2) Describe how sufficient your project budget is to support the proposed activities. <span style="float: right;">3 Points</span></li> <li>3) Describe and explain how your costs are reasonable and appropriate. <span style="float: right;">3 Points</span></li> </ol>	= 10 Total Points
<b>I.</b>	<b>Service Flow Chart</b>	= 5 Total Points



<p>1. Describe your agency and its mission and how your services are aligned with the proposed services presented in this request for RFP.</p>	5	X	Max 5 pt.	=	25
<p>2. Provide an overview of your agency's primary program components and services:</p> <ul style="list-style-type: none"> <li>a. Number of years in business</li> <li>b. Target populations served</li> <li>c. Number of clients served</li> <li>d. Demographic and geographic information</li> <li>e. Staffing pattern, size, and composition</li> <li>f. Networking relationships</li> </ul>	5	X	Max 5 pt.	=	25
<p><b>Program Design:</b></p>					
<p>Proposals will be evaluated against the RFP specifications and the questions below:</p>					
<p>1. Describe in detail the program design and how this program will be administered when child care service is requested and referred by ACSSA.</p>	5	X	Max 5 pt.	=	25
<p>2. Provide detailed examples of how you would resolve potential issues/problems that may arise.</p>	5	X	Max 5 pt.	=	25
<p>3. What additional services will be offered to assist in supporting the success of CalWORKs client?</p>	3	X	Max 5 pt.	=	15
<p>4. How will you ensure continuous communication and feedback between your agency and ACSSA?</p>	2	X	Max 5 pt.	=	10

<p><b>Relevant Experience:</b></p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Describe your prior experience and expertise in providing Stage One 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 staff.</li> <li>2. Describe your knowledge, understanding and experience working with ACSSA CalWORKs clients requesting CalWORKs Stage One Child Care or similar child care experience in the selected region(s) (Region 1,2,3,4)?</li> <li>3. Describe potential issues or problems with providing Stage One Child Care services and how you plan to address them. Describe any major achievements and challenges with programs of same/similar scope.</li> </ol>	<p>10</p> <p>10</p> <p>5</p>	<p>X</p> <p>X</p> <p>X</p>	<p>Max 5 pt</p> <p>Max 5 pt.</p> <p>Max 5 pt.</p>	<p>=</p> <p>=</p> <p>=</p>	<p>50</p> <p>50</p> <p>25</p>
<p><b>Administrative/Organizational Capacity:</b></p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Describe your capacity to provide quality child care services and resource information to CalWORKs clients in each region (Region 1, 2, 3, and 4) including the ability and flexibility to meet the needs of ACSSA clients.</li> <li>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 CalWORKs clients.</li> <li>3. Describe your ability to collect the required data, keep client case files and submit accurate and detailed reports on time.</li> <li>4. Describe your positive and collaborative working relationship with ACSSA.</li> </ol>	<p>10</p> <p>5</p> <p>3</p> <p>2</p>	<p>X</p> <p>X</p> <p>X</p> <p>X</p>	<p>Max 5 pt.</p> <p>Max 5 pt</p> <p>Max 5 pt</p> <p>Max 5 pt</p>	<p>=</p> <p>=</p> <p>=</p> <p>=</p>	<p>50</p> <p>25</p> <p>15</p> <p>10</p>

<p><b>Cost Efficiency/Fiscal Management:</b></p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>Describe your fiscal management experience and the fiscal controls that will be used for budgetary tracking from the program level to the staff level.</li> <li>Describe how sufficient your project budget is to support the proposed activities.</li> <li>Describe and explain how your costs are reasonable and appropriate.</li> </ol>	4	X	Max 5 pt.	=	20
<p><b>Service Flow Chart:</b></p> <p>Please provide your agency's proposed services in a flow chart format.</p>	5	X	Max 5 pt.	=	25
<p><b>References</b></p> <p>Please refer to Attachment No. 1 - Bid Response Packet for County-provided template.</p>	5	X	Max 5 pt.	=	25
<p><b>Oral Presentation and Interview:</b></p> <ol style="list-style-type: none"> <li>Your organization's oral presentation shall not exceed five (5) minutes in length.</li> <li>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.</li> </ol>	10	X	Max 5 pt.	=	50
<b>Grand Total</b>	<b>100</b>	<b>X</b>	<b>5</b>	<b>=</b>	<b>500</b>

**B. CONTRACT EVALUATION AND ASSESSMENT**

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

- a. Contractor has complied with all terms of this RFP and the contract;  
and
  - b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

C. 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 ACSSA Contracts Office. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

- a. The name(s) of the Bidder(s) being recommended for contract award; and
  - b. The names of all other parties that submitted proposals.
2. The submitted proposals will be made available upon request no later than five (5) calendar days before approval of the award and when the contract is scheduled to be heard by the Board of Supervisors.

D. BID PROTEST/APPEALS PROCESS

ACSSA 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 recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid

protests submitted prior to the issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any bid protest must be submitted in writing by 5:00 p.m. of the seventh (7<sup>th</sup>) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is the ACSSA Financial Services Director.

Bid protests must be addressed to the County's ACSSA Financial Services Director in the letter.

The mailing address for submitting a Bid protest is:

Alameda County Social Services Agency / Contracts Office  
RFP No. 2025-SSA-WBA-STG1  
Attn: Kiesha Douglas  
2000 San Pablo Ave, 4th Floor, Suite 451B  
Oakland, CA 94612

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 (7<sup>th</sup>) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

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

- a. The Bid protest must contain a complete statement of the reasons and facts for the protest.
- b. The protest must refer to the specific portions of all documents that form the basis for the protest.
- c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
- d. The County Agency/Department will send a notification to Bidders if a protest is received .

2. The ACSSA Financial Services Director, or their designee, will review and evaluate the protest and issue a written decision. The ACSSA Financial Services Director, may, at their discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

A notification of the decision will be communicated by 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 in the Notice of Intent to Award/Non-Award will stand.

3. The decision on the bid protest by the ACSSA Financial Services Director 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](mailto: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 ACSSA Financial Services Director's decision on the protest, and the protestor has the right to appeal if they feel the ACSSA 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 date of issuance of the decision by the ACSSA Financial Services Director, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the seventh (7th) calendar day following the date of issuance of the decision by the ACSSA Financial Services Director will not be considered under any circumstances by the Auditor-Controller OCCR or their designee
  - a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
  - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR 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.
  - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the decision by the ACSSA Financial Services Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.

- d. 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.
  - e. 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.
  - f. 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.
4. 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.

E. TERM/TERMINATION/RENEWAL

- 1. The term of the contract, which may be awarded pursuant to this RFP, will be three (3) years.  
  
By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for an additional two (2) years at agreed upon prices with all other terms and conditions remaining the same.
- 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 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.

F. PRICING

1. Prices quoted must be firm for the first thirty-six (36) months of any contract that may be awarded pursuant to this RFP.
5. 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.
6. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price shall be extended to the County.
2. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
3. Taxes and freight charges:
  - a. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included.
  - b. The price(s) quoted must be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.
  - c. 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 proposal.
    - a. The amount paid for transportation of property to the County of Alameda is exempt from the 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.
    - b. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
4. All prices quoted must be in United States dollars and rounded to the nearest dollar.

7. Price quotes include any and all payment incentives available to the County.
5. In the evaluation of cost, if applicable, it will be assumed that the price quoted is correct in the case of a discrepancy, and the Bidder must honor the price quoted.
8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

G. AWARD

1. Most Responsive and Responsible Bidder(s)
  - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions
  - b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
  - c. 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. **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.
3. County Rights
  - a. 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.

- b. Any bid proposals that contain false or misleading information may be disqualified by the County.
- c. The County reserves the right to award to a single or multiple Contractors.
- d. 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.
- e. The County has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board approval is required to award a contract.
- b. 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.
- c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the **Exceptions and Clarifications** form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

Alameda County 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 RFP and the bid proposal(s). As noted above, **Exhibit B, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION**, will be part of the contract.

- d. 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.

## H. 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.

## I. INVOICING

The ACSSA Finance Department has established a centralized Payments Unit. Please submit all invoices to ACSSA Payables unit through CATS vendor portal:

<https://alamedacounty.agiloft.com/logins/alamedacounty-login.htm>.

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](mailto:brwarren@acgov.org).

1. Invoices must contain the following elements:
  - a. Must be on company letterhead that includes name, address, and contact information.
  - b. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
  - c. The document must contain the title *Invoice*.
  - d. The date of the invoice.

- e. A description of services.
  - f. The date range for services provided.
  - g. If needed, itemization of any sales tax and delivery/postage charges.
  - h. The PO number provided by the County.
  - i. The total amount owed.
  - j. Remittance instructions/address.
  - k. A cc indication at the bottom of the invoice with names of people who received courtesy copies.
  - l. The CEO or Executive Director must be included in the cc.
  - m. All data as required by your contract.
2. Contractor shall invoice the County monthly, due by the 10<sup>th</sup> 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 ACSSA 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 ACSSA 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.

J. 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.

**K. COMMUNICATION REQUIREMENTS**

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

**L. 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 ACSSA/WBA to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

**IV. INSTRUCTIONS TO BIDDERS**

**A. COUNTY CONTACTS**

1. ACSSA 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 ACSSA Contracts Office only. Any communication regarding this RFP with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid proposals and continue until a contract has been awarded.

3. Contact Information for this RFP:

Attn: Kiesha Douglas  
RFP No. 2025-SSA-WBA-STG1  
Alameda County Social Services Agency / Contracts Office  
2000 San Pablo Ave, 4th Floor, Suite 451B  
Oakland, CA 94612  
E-Mail: [kiesha.douglas@acgov.org](mailto:kiesha.douglas@acgov.org)

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

**B. SUBMITTAL OF PROPOSALS**

1. Document Submittal

- a. All proposal documents must be SEALED and RECEIVED at the ACSSA Contracts Office 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.**
- b. If **HAND DELIVERING BIDS**, please email Kiesha Douglas ([kiesha.douglas@acgov.org](mailto:kiesha.douglas@acgov.org)) to make an appointment to drop off your bid.
- c. Please allow time for metered street parking or parking in area public parking lots and entry into secure building.
- d. No email or facsimile bids will be considered.
- e. 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.
- f. 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 ACSSA Contracts Office receipt

will be considered the official timepiece for the purpose of establishing the actual receipt of bids.

- g. Bids are to be addressed and delivered as follows:

Alameda County Social Services Agency / Contracts Office  
RFP No. 2025-SSA-WBA-STG1  
Attn: Kiesha Douglas  
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.**

2. Bid Response Preparation and Format

- a. Bidders are to submit one (1) original hardcopy bid (Exhibit A – 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.
- b. 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 Exhibit A – 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.
- c. BIDDERS will NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS, WITH THE EXCEPTION OF THE BUDGET PAGE(S). BIDDERS will NOT PRODUCE A RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
- d. 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.**

- e. For the Bids to be considered complete, the Bidder **must** provide responses to all information requested, and as revised by any Addenda. See Exhibit A – Bid Response Packet.
- f. Bid responses are to be straightforward, clear, concise and specific to the information requested in the RFP.
- g. 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/>].

3. Submissions Process

- a. All costs required for the preparation and submission of a bid shall be borne by Bidder.
- b. 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.
- c. The final award information will be posted on the County’s “Contracting Opportunities” website.
- d. The County reserves the right to reject any proposal.
- e. 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
- f. 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.

- g. 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.

#### 4. Legal Requirements

- a. 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.
- b. 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.
- c. 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.
- d. 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).

**EXHIBIT A**  
**BID RESPONSE PACKET**

**INSTRUCTIONS**

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder.
  - a. Exhibit A – Bid Response Packet, Bidder Acceptance
  - b. Exhibit A – Bid Response Packet, Debarment and Suspension Certification
  - c. Exhibit B-1 – Certification for Contracts, Grants, Loans, and Cooperative Agreements; CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)
5. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
6. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
7. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the Exceptions and Clarifications form of the Bid Response Packet.
8. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit.

Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.

9. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**

# **COUNTY OF ALAMEDA**

## **EXHIBIT A**

### **BID RESPONSE PACKET**

#### **RFP NO. 2025-SSA-WBA-STG1**

##### **CalWORKs Stage One Child Care Services**

## BIDDER INFORMATION

Official Name of Bidder (Company):					
Street Address Line 1:					
Street Address Line 2:					
City:		State:		Zip Code:	
Webpage:					

### Type of Entity / Organizational Structure (check one):

- Corporation
  Joint Venture
  Partnership  
 Limited Liability Partnership
  Limited Liability Corporation
  Sole Proprietor  
 Non-Profit
  Other:

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

### Primary Contact Information:

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


## BIDDER ACCEPTANCE

1. The undersigned declares and agrees that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (Bid Documents) have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, general County requirements, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - a. **General Requirements**  
<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>
  - b. **Debarment / Suspension Policy**  
<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>
  - c. **Iran Contracting Act (ICA) of 2010**  
<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>
  - d. **General Environmental Requirements**  
<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP.
5. **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.**
6. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
7. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.

8. The undersigned acknowledges the following by checking the box:

- Bidder is LOCAL to Alameda County and has attached the following documentation to this Exhibit:
  - Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
  - Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trust or lease agreements, etc., which are acceptable verification documents to prove residency.

9. 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.

<p><b>BIDDER (COMPANY):</b> _____</p> <p>Name/Title of Authorized Signer: _____</p> <p><b>SIGNATURE:</b>  _____ <b>DATE:</b> _____</p>
---

## DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS \$25,000 AND OVER)

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

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

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

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

**BIDDER (COMPANY):** \_\_\_\_\_

**NAME/TITLE OF AUTHORIZED SIGNER:** \_\_\_\_\_

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

## TABLE OF CONTENTS

**Instructions:** This page must be included as part of the Bid Response Packet.

Bidder shall remove this page and replace it with a *Table of Contents* listing the individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections. The page(s) inserted shall be clearly marked *Table of Contents*.

**Maximum Length: Two (2) pages allowed.**

## LETTER OF TRANSMITTAL

**Instructions:** This page must be included as part of the Bid Response Packet.

Bidder shall remove this page and replace it with a *Letter of Transmittal*. The letter shall include a description of Bidder's capabilities and approach to providing its services to the County and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

**Maximum Length: Two (2) pages allowed.**

## AGENCY DESCRIPTION

**Instructions:** This page must be included as part of the Bid Response Packet.

Proposals will be evaluated against the RFP specifications and the questions below:

- 1) Describe your agency and its mission and how your services are aligned with the proposed services presented in this request for RFP.
- 2) Provide an overview of your agency's primary program components and services:
  - a) Number of years in business
  - b) Target populations served
  - c) Number of clients served
  - d) Demographic and geographic information
  - e) Staffing pattern, size, and composition
  - f) Networking relationships

**Maximum Length: Three (3) pages allowed.**

## PROGRAM DESIGN

**Instructions:** This page must be included as part of the Bid Response Packet.

Proposals will be evaluated against the RFP specifications and the questions below:

- 1) Describe in detail the program design and how this program will be administered when child care service is requested and referred by ACSSA staff.
- 2) Provide detailed examples of how you would resolve potential issues/problems that may arise.
- 3) What additional services will be offered to assist in supporting the success of the transition and stabilization of the placement?
- 4) How will you ensure continuous communication and feedback between your agency, ACSSA, and other therapeutic milieu partners?

**Maximum Length: Four (4) pages allowed.**

## RELEVANT EXPERIENCE

**Instructions:** This page must be included as part of the Bid Response Packet.

Proposals will be evaluated against the RFP specifications and the questions below:

- 1) Describe your prior experience and expertise in providing Stage One 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 staff.
- 2) Describe your knowledge, understanding and experience working with ACSSA CalWORKs clients requesting CalWORKs Stage One Child Care or similar child care experience in the selected region(s) (Regions 1, 2, 3, 4)?
- 3) Describe potential issues or problems with providing Stage One Child Care services and how you plan to address them. Describe any major achievements and challenges with programs of same/similar scope.

**Maximum Length: Three (3) pages allowed.**

## ADMINISTRATIVE/ORGANIZATIONAL CAPACITY

**Instructions:** This page must be included as part of the Bid Response Packet.

Proposals will be evaluated against the RFP specifications and the questions below:

- 1) Describe your capacity to provide quality child care services and resource information to CalWORKs clients in each region (Region 1, 2, 3, and 4) including the ability and flexibility to meet the needs of ACSSA clients.
- 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 CalWORKs clients.
- 3) Describe your ability to collect required data, keep client case files and submit accurate and detailed reports on time.
- 4) Describe your positive and collaborative working relationship with ACSSA staff.

**Maximum Length: Three (3) pages allowed.**

## **COST EFFICIENCY/FISCAL MANAGEMENT**

**Instructions:** This page must be included as part of the Bid Response Packet.

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 sufficient your project budget is sufficient to support the proposed activities.
- 3) Describe and explain how your costs are reasonable and appropriate.

**Maximum Length: Three (3) pages allowed.**

## SERVICE FLOW CHART

**Instructions:** This page must be included as part of the Bid Response Packet.

Please provide your agency's proposed services in a flow chart format.

**Maximum Length: 1 page allowed.**

## REFERENCES

**Instructions:** This page must be included as part of the Bid Response Packet.

On the following page is the template that Bidders must use to provide *References*. 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.

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 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 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.

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

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

**REFERENCES**

**RFP NO. 2025-SSA-WBA-STG1  
CalWORKs Stage One Child Care Services**

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

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

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

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

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

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

\*Use additional pages as necessary

## **BID/BUDGET FORM**

**Instructions:** Bidder must use the Bid/Budget Form(s) provided below OR separate County provided Excel Bid/Budget Form(s).

**COST SHALL BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED BID/BUDGET FORM.**

Bid proposals that do not comply may be rejected.

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

Quantities listed on the Bid/Budget Form(s) are estimates only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Quantities listed on the Bid/Budget Form are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied.

The following page contains the Bid/Budget Form template provided by the County of Alameda.

**Maximum Length: Two (2) pages allowed.**

**BID/BUDGET FORM**  
**RFP NO. 2025-SSA-WBA-STG1**  
**CalWORKs Stage One Child Care Services**  
**Agency / Company Name**

**Contract Period: January 1, 2026 - December 31, 2028**  
**(3-year term)**

<b>DIRECT EXPENSES</b>						
		<b>FTE</b>	<b>Start up</b>	<b>First Year</b>	<b>Second Year</b>	<b>Third Year</b>
			<b>Costs</b>	<b>Budget Amt</b>	<b>Budget Amt</b>	<b>Budget Amt</b>
<b>PERSONNEL EXPENSE</b>						
Salaries & Wages:						
	Position Title					
	Position Title					
	Position Title					
	Position Title					
	Position Title					
Total Salaries & Wages			\$ -	\$ -	\$ -	\$ -
Payroll Taxes and Benefits						
	FICA					
	Unemployment Insurance					
	Workers Compensation					
	Retirement Benefits					
	Health Insurance					
	Other (please describe)					
Total Payroll Taxes & Benefits			\$ -	\$ -	\$ -	\$ -
Total Personnel Expense			\$ -	\$ -	\$ -	\$ -
<b>OPERATING EXPENSE</b>						
	Communications					
	Office Maintenance					
	Equipment Maintenance					
	Office Supplies					
	Postage					
	Printing					
	Rents & Leases of Equipment					
	Rents & Leases of Structures					
	Professional Services					
	Software					
	Small Tools and Equipment					
	Training Materials					
	Training Related Travel					
	Travel and Mileage					
	Utilities					
	Other (please identify)					
	Other (please identify)					
	Miscellaneous (please identify)					
Total Operating Expenses			\$ -	\$ -	\$ -	\$ -
Total Direct Expenses			\$ -	\$ -	\$ -	\$ -
<b>INDIRECT EXPENSES</b>						
	Admin/Overhead rate (15% maximum)	0.0%	\$ -	\$ -	\$ -	\$ -
<b>DIRECT CLIENT COSTS</b>						
(please describe here)						
<b>TOTAL CONTRACT COST</b>			\$ -	\$ -	\$ -	\$ -

## BUDGET DETAIL AND/OR COST NARRATIVE

**Instructions:** Bidder is to provide a *Budget Detail/Cost Narrative*.

The Budget Detail/Cost Narrative must provide a breakdown of the cost(s) listed in the Bid/Budget 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/Cost Narrative.

At a minimum, the Bidder must detail:

- 1) The position title(s) and work to be performed, full-time equivalent(s) (FTE), and salaries.
- 2) If coordination with County personnel is needed, it should also be described in the Budget Detail.
- 3) The work to be performed must clearly match up with the work performed listed in the *Program Design* section.

**Maximum Length: Four (4) pages allowed.**

## **IMPLEMENTATION PLAN AND SCHEDULE (Required but not rated)**

**Instructions:** This page must be included as part of the Bid Response Packet.

In conjunction with the *Program Design*, Bidder must include an *Implementation Plan and Schedule* that specifically addresses the following:

- 1) A timeline for hiring appropriate staff.
- 2) Training.

The *Implementation Plan and Schedule* should provide a clear picture of what the County can expect, and when to expect it, upon starting the contract. Bidders should also take into consideration the information and questions contained in the Evaluation Criteria in preparing the Implementation Plan and Schedule.

**Maximum Length: Two (2) pages allowed.**

## TABLE OF KEY PERSONNEL (Required but not rated)

**Instructions:** This page must be included as part of the Bid Response Packet.

Following this page, Bidder shall provide a *Table of Key Personnel*. The table shall include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

- 1) The person's relationship with Bidder, including job title and years of employment with Bidder
- 2) Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
- 3) The person's role in connection with the RFP and any awarded contract.
- 4) Educational background; and
- 5) Related experience on similar projects, certifications, and merits

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

**Maximum Length:** There is no page limit for the Table of Key Personnel.

## EXCEPTIONS AND CLARIFICATIONS

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

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

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

\*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 proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

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

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

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

# INSURANCE REQUIREMENTS

## COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:             <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**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**

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
  
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
  
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  
  - 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  
  - 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or

disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

government which does not participate in work on or under the contract.

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

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

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

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

- b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

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

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

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

- 1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- 3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

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

with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

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

I. **Procurement of recovered materials.**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - b. Meeting Contract performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the 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.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

- K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
- M. **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.
- N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- O. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- Q. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this

section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **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:

1. “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.
2. “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.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services.**

1. 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—
2. Prohibitions.
  - a. 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.

- b. 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.

3. Exceptions.

- a. This clause does not prohibit contractors from providing—
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. By necessary implication and regulation, the prohibitions also do not apply to:
  - (1) Covered telecommunications equipment or services that:
    - (a) Are *not used* as a substantial or essential component of any system; and
    - (b) Are *not used* as critical technology of any system.
  - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. 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.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) 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.

(2) 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.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **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.

U. **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:

**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.

**Copeland “Anti-Kickback” Act**

1. 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.
2. 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.
3. 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