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

 **ONLINE BIDDING PROCESS**

* The following pages require signatures and must be scanned and uploaded to Alameda County Strategic Sourcing Supplier Portal:
1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#BidderAcceptance) page
	1. [Must be signed by Bidder](#BidderAcceptance)
2. Exhibit A – Bid Response Packet, [SLEB Partnering Information Sheet](#SLEBPrime)
	1. [Must be signed by Bidder](#SLEBPrime)
	2. [Must be signed by SLEB Partner](#SLEBSubcontractor) if subcontracting to a SLEB

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS WILL 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.

**COUNTY OF ALAMEDA**

**REQUEST FOR QUALIFICATION No. 901939**

**for**

**CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT FUNDING EMERGENCY**

|  |
| --- |
| **For complete information regarding this project, see** **RFQ posted at** [**http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp**](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) **or contact the County representative listed below. Thank you for your interest!** **Contact Person: Tarana Malmirchegini, Procurement & Contracts Specialist****Phone Number: (510) 208-9614****E-mail Address:** **tarana.malmirchegini@acgov.org** |

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COUNTY OF ALAMEDA

REQUEST FOR QUALIFICATION No. 901939

SPECIFICATIONS, TERMS & CONDITIONS

 for

**CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT FUNDING EMERGENCY**

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EXHIBIT E **ADDITIONAL CONTRACT PROVISIONS FEDERAL PROVISIONS**

EXHIBIT E-1 **CERTIFICATION FOR CONTRACTS, GRANS, LOANS, AND COOPERATIVE AGREEMENTS, CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding Emergency services and contract.

The County intends to award limited term contracts (with options to renew) to the bidders) whose responses conform to the RFQ and meet the County’s requirements.

The County of Alameda does not guarantee any minimum or maximum dollar amount under this contract.

## BACKGROUND

In response to the COVID-19 crisis, Congress has approved H.R. 748 (The Coronavirus Aid, Relief, and Economic Security (CARES) Act) which allocated $50 million in funds at the national level for State Aging and Disability Resource Centers. The Administration for Community Living is allocating this emergency funding to states based on the number of individuals in the state who are age 60 and older (based on 2018 Census data) and individuals of all ages with disabilities (based on 2017 American Community Survey data). Alameda County’s allocation is estimated to be $3,100,651.

## SCOPE

The Coronavirus Aid, Relief, and Economic Security (CARES) Act funding seeks to enable all older individuals to maintain their well-being through locally developed community-based systems of services. Supportive Services responsive to the COVID-19 health crisis as specified in each of the following distinct program service areas are the scope of this Emergency Request for Qualification (RFQ). Multiple contracts in each program area may be awarded.

## BIDDER QUALIFICATION CRITERIA

* + 1. BIDDER Minimum Qualifications

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

* + - * 1. Bidder and its principal and named subcontractors shall not be identified on the list of Federally debarred, suspended or other excluded parties located at [www.sam.gov](http://www.sam.gov). or on the County debarment list.
				2. Bidder shall be regularly and continuously engaged in the business of providing older adult support services for at least four years. Years of experience must be verifiable through references.
				3. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ for the services the Bidder is submitting their proposal to perform. The Bidder must identify which category/categories of supportive services it is qualified and proposing to provide.

## SPECIFICATIONS

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

**SUPPORTIVE SERVICES.**

* + 1. **Homemaker (Store/Restaurant Assistance)**: Assistance such as shopping for groceries, personal and household items and meal pick-ups from local restaurants. Services are to be targeted to (1) eligible individuals socially isolating due to high risk for COVID-19, and (2) socially isolated eligible individuals who may be functionally impaired, and/or who are at risk of institutionalization due to physical or cognitive problems, lack of an adequate informal support system, or caregiver burnout.

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

**The maximum reimbursement rate is $17.00 per service unit. Therefore, for example, a minimum of 589 hours of Homemaker services must be provided to receive $10,000 of funding.**

* + 1. **Transportation**: Coordinate and provide transportation to eligible individuals from one location to another. May include travel vouchers and transit passes.

**The Service Unit of Measure is 1 One-Way Trip.**

**The maximum reimbursement rate is $17.00 per service unit. Therefore, for example, a minimum of 589 one way trips must be provided to receive $10,000 of funding.**

* + 1. **Legal Assistance**: Legal advice, counseling, and representation for eligible individuals by an attorney is a member in good standing of the California State Bar or other person acting under the supervision of such an attorney.

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

**The maximum reimbursement rate is $50 per service unit.**

1. Legal Assistance Service Areas:

Income Maintenance (Supplemental Security Income (SSI) and Social Security)

Health Care (Medi-Cal, Medicare, Qualified Medicare Beneficiary (QMB), Long Term Care Issues, and Private Health Insurance)

Housing (tenant rights, evictions, foreclosures)

Elder Abuse (financial, physical, emotional)

Incapacities (managing affairs, counseling, Durable Power of Attorney/health care)

Counseling on Wills and Estate Planning

Other Legal Services as Appropriate

1. Legal Assistance Service Providers shall, with the approval of the AAA, set priorities for the categories of cases for which it will provide assistance in order to concentrate on eligible individuals with the greatest economic need. The provider will give preference to eligible individuals with no other options, provided needed legal services are within the service areas above.
2. Proposals must include a plan for the provision of Legal Assistance services at out-stations in the community (e.g., senior centers, senior housing complexes, nutrition sites, etc.) or via electronic medium.
3. Service units are to be distributed in the four geographical areas as follows: North County-47%, Central County-25%, South County-19%, and East County-9%. To accomplish this, the County, in its sole discretion, may coordinate contracts so that different bidders are selected and/or assigned to different geographical areas.
4. The Legal Assistance Service Provider shall file the CDA 1022 California Legal Services Quarterly Report with the AAA. The CDA 1022 shall be filed electronically by the 7th working day in October, January, April, and July.
	* 1. **Cash / Material Aid**: Arrange for and provide assistance to eligible individuals in the form of commodities, surplus food distribution, emergency cash assistance, and vouchers. Each type of assistance provide is a service unit.

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

**The maximum reimbursement rate is $10.00 per service unit. Therefore, for example, a minimum of 1,000 separate assistances must be provided to receive $10,000 of funding.**

* + 1. **Health**: Provide activities such as medication management, health screening, physical fitness, therapy, and hospice to assist eligible individuals to improve or maintain physical health and secure necessary medical, preventive health, or health maintenance services.

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

**The maximum reimbursement rate is $40.00 per service unit. Therefore, for example, a minimum of 250 hours of health service activities must be provided to receive $10,000 of funding.**

a. Health screening, therapy, and hospice must be provided by a qualified health professional licensed for the service(s) to be provided or by a paraprofessional supervised by a such professional.

b. Services covered by Medicare, Medi-Cal, or other health insurance are excluded

c. Medication management means activities that facilitate safe and effective use of prescription and over-the-counter drugs.

d. These activities may include medication screening and education to an individual and/or the caregiver to prevent incorrect medication administration and adverse drug reaction.

e. Primary activities are normally on a one-to-one basis; if done as a group activity, each activity shall be reported in hourly service units.

* + 1. **Telephone Reassurance**:Telephone eligible individuals identified by County to provide contact and safety checks to reassure and support older individuals. Each call is to be a minimum of 15 minutes, unless ended earlier by the individual called.

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

**The maximum reimbursement rate is $17.00 per service unit. Therefore, for example, a minimum of 589 Telephone Reassurance must be provided to receive $10,000 of funding.**

a. With approval from County, eligible individuals met the criteria and who were served by the program in independent settings, but who must be placed in an “out-of-home setting,” may continue to receive telephone reassurance calls if approved in writing by the County.

b. Telephone Reassurance may be carried out by trained volunteers under the supervision and management of agency staff (“Friendly Visitor Volunteers”). If a pool of volunteers is to be used, proposals must incorporate a discussion either of current methods used for recruitment, screening, and training of volunteers, or a plan for such activity. The proposal must also discuss methods that will be used to monitor and supervise volunteers placing the calls.

c. If a Bidder is providing Telephone Reassurance services funded from another source, justification must be presented for seeking these funds for the same service. The Bidder must present a plan that clearly adds additional volunteers, who, in turn, will visit/call additional eligible individuals in need of these services. The Bidder must be able to show data collection capabilities sufficient to track eligible individuals and units of service separately.

d. Service activity must consist of each eligible individual receiving at least one phone call every week.

e. A face-to-face assessment interview utilizing technology (i.e., videoconferencing) will be conducted with each eligible individual requesting Telephone Reassurance. **This task shall not be designated to a volunteer.**

f. The project manager or coordinator shall make matches of eligible individuals with Friendly Visitor Volunteers to ensure that the match is compatible. **This task shall not be designated to a volunteer.**

* + 1. **Adult Day Care:** Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a twenty-four hour day.

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

**The reimbursement rate is $9.00 per service unit. Therefore, for example, a minimum of 2,222 hours of Adult Day Care attendance must be provided to receive $20,000 of funding.**

* + - 1. Services offered in conjunction with adult day care/adult day health typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health.
			2. All Adult Day Care Providers must conform with requirements of the California Adult Day Health Care Act [1570 - 1596.5].
			3. Adult Day Care is a “registered service” under the Older Americans Act (OAA), requiring eligible individual level data be entered into the Social Assistance Management System (SAMS) database by the 15th calendar day following the month of service, which must be completed as part of the services. Contractors delivering these Registered Services are also required to pay annual licensing fees to access SAMS, and to have all eligible individuals assessed on an annual basis, which shall be the financial responsibly of the Contractor.
			4. The Contractor shall provide services through centers that will operate a minimum of three (3) days per week and provide service a minimum of six (6) hours per day, excluding the time involved in transporting eligible individuals to and from the center.
			5. Eligible individual files will contain a standardized intake form consistent with the requirement mandated by the California Department of Aging (CDA), complete functional and psychosocial assessments, and individualized care plans. Care plans will be updated as needed to reflect changes in status and goals.
			6. Contractors must either provide transportation or help families arrange transportation.
			7. Hot noon meals shall be provided for or arranged and nutritious breakfasts and snacks shall be provided as appropriate.

**Family Caregiver Support Program (FCSP)**

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

The FCSP includes two distinct programs, **FCSP Caring for the Elderly, and FCSP Caring for Child.** Each of these programs is separated into five distinct services categories. The descriptions for most services are the same for both programs. One service category, “Access Assistance”, has unique descriptions for the Elderly and Child, as noted below.

Services shall be targeted to eligible caregivers throughout Alameda County; especially those providing caregiving to hard to reach or underserved populations. Eligible caregivers and care receivers shall be those individuals newly identified as in need of service or known individuals for whom new or additional services are to be provided. Services provided under FCSP may not supplant any existing services. Services are available solely to non-paid caregivers, and no direct payments to eligible caregivers may be made. As for all services, social distancing measures must be taken in accordance with guidance from the Center for Disease Control (CDC) and County Public Health Officer. For each type of service the Alameda County Area Agency on Aging (AAA) maximum reimbursement is identified.

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

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

**The maximum reimbursement rate is $1,120 per service unit. Therefore, for example, a minimum of 9 Information Services activities must be provided to receive $10,000 of funding.**

Allowable services under the Information Services category include the following:

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

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

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

**The maximum reimbursement rate is $16 per service unit. Therefore, for example, a minimum of 625 Access Assistance contacts must be provided to receive $10,000 of funding.**

Allowable services under the Access Assistance Category include the following:

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

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

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

**The AAA maximum reimbursement rate is $40 per service unit.**

**Therefore, for example, a minimum of 250 Support Services hours shall be provided to receive $10,000 of funding.**

Allowable services under the Support Services Category include the following:

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

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

**The maximum reimbursement rate is $23 per service unit. Therefore, for example, a minimum of 435 Respite Care hours must be provided to received $10,000.**

Allowable services under the **Respite Care** service Category include the following:

1. **Respite Home Chore** - An FCSP Respite Care service that includes an appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.
2. **Respite Out of Home Day** - An FCSP Respite Care service where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities.
3. **Supplemental Services:** The provision of caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts. Supplemental Services shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child. Supplemental services should be provided in coordination with an assessment by a trained professional, and eligible individuals will be encouraged to participate in supplemental services.

Allowable services under this category include the following:

**Assistive Devices** for Caregiving - An FCSP Supplemental Service that involves the purchase, rental and/or service fee of any equipment or product system (ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device) in order to facilitate and fulfill caregiving responsibilities.

**The Service Unit Measure is 1 Device and Occurrence.**

**The maximum reimbursement rate is $650 per service unit, within that rate, the maximum for Professional Assessment and Education is $150 and the cost of Assistive Devices cannot exceed a $500 maximum. Therefore, for example, a minimum of , 16 Supplemental Services devices must be provided to receive $10,000 in funding.**

**Nutrition Services Program**

Emergency Nutrition Programs provide meals and socialization to older adults in congregate settings such as senior centers and meals to frail older adults in their homes. The purpose of the program is to respond to the COVID-19 Emergency and maintain or improve the physical and social well-being of individuals 60 years of age or older.

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

**The Service Unit Measure is 1 delivered bag of groceries**

**The reimbursement rate is $10.00 per service unit, including groceries.**

1. The Brown Bag Program shall give both surplus and unmarketable edible fruits and vegetables, and other unsold fold products to low income elderly people on a regular basis. This program serves people 60 years of age and older who are low income.
2. Contractor shall comply with the California Retail Food Code (CRFC) and AAA Nutrition Policy and Procedure Manual.
3. Contractor shall identify the Brown Bag Program as a completely separate program or as an easily identifiable part of a larger program that provides surplus food products to older adults.
4. Contractor my suggest but shall not require any Brown Bag Program eligible individual to make a contribution or donation. Regardless, no eligible individual shall be denied bags of food, receive lower quality or quantity food, or be dropped from the program if he or she declines to contribute. However, voluntary contributions and donations from Brown Bag Program eligible individuals are welcome and shall be recognized as program income.
5. Contractor shall provide a variety of agricultural foods and other food products and provide as many different foods with nutritional value for an optimum nutritious balance of foods represent the food pyramid.
6. Contractor shall provide sufficient amounts of these nutritious foods for the preparation of several well-balanced meals after each distribution.
7. Contractor shall receive surplus food products for distribution to low-income elderly persons in two ways:
	1. Food is gleaned by volunteers, who are mostly elderly individuals, and/or;
	2. Food is donated from farmers, warehouses, packaging companies, retail food chain stores, etc.
		* 1. **Emergency Congregate Nutrition Services: (Title C-1)**: Emergency Congregate Nutrition services are provided in response to the COVID-19 Emergency to eligible individuals who would normally come to a congregate setting and consist of the procurement, preparation, transporting and serving of culturally appropriate meals, as well as nutrition education

**The Service Unit of Measure is 1 meal distributed to a congregate eligible individual**. **The reimbursement rate is $9.50 per service unit.**

1. Eligible individuals shall receive at least one meal per day. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRIs) in compliance with the Dietary Guidelines for Americans and must be OAA Title lllC and Title 22 guidelines, unless stated otherwise herein.
2. Meals must be produced at a Hazard Analysis Critical Control Point (HACCP) compliant kitchen with valid health permit and current health inspection status from the Environmental Health Division of the City of Berkeley or the Alameda County Department of Enviromental Health for and comply with the *California Retail Food Code* (CRFC). Caterers/Kitchens must provide the business address and present proper documentation showing they meet this requirement.
3. Monthly menus will be submitted to the AAA at least 6 weeks prior to use and conform to all Title III C regulations and all additional nutrition standards stated herein, including RFQ Exhibit C Minimum Menu Requirements & Nutrition Standards, with links to CRFC and AAA Nutrition Policy and Procedures Manual.
4. Contractor must utilize a Registered Dietitian to ensure that the regulations noted in Title 22 are satisfied.
5. Contractor will provide the AAA with all recipes proposed, in HACCP format. A menu analysis approved by a registered dietitian shall be done to ensure compliance with dietary guidelines. Meals may be rejected by the AAA if they do not meet specifications. Possible reasons for rejection may but are not limited to : inadequate portion sizes, missing meal components, unauthorized substitutions, or use of recipes or products without the prior approval of the AAA.
6. All substitutions for approved menu items must be authorized by the Contractor’s Registered Dietitian. Failure to obtain authorization may result in a partial or total disallowance of payment to Contractor for all affected meals.
7. The Contractor will be responsible for the purchase, maintenance, repair, and storage of all raw food, food supplies, non-food supplies, kitchen equipment, and transport and temperature control equipment to prepare all meals in bulk pans, operate a kitchen site and fulfill all contract requirements.
8. The AAA must be notified within 10 days of changes in administrative staff for all Contractor and any other providers.
9. The Contractor will not enter into subcontracts for any of the work under the contract without first obtaining written approval from the AAA.
10. Menus will be culturally appropriate.

1. Meals are to be prepared and delivered so that eligible individuals will have a meal at least five days a week. Multiple meals may be distributed at a time.
2. Meals will be delivered to the meal sites at times mutually agreed upon by contracting agencies and AAA. Delivery locations may be added or deleted through negotiations with appropriate agencies and approval from the AAA. Adequate back-up plans will be in place so that personnel/vehicle emergencies do not disrupt program services. Time elapsed from preparation to meal service will not exceed two hours for meals that are distributed hot, or three hours for meals that are distributed chilled. Frozen meal must remain frozen throughout the delivery process. All meals providers must keep documentation of kitchen production and distribution time and temperatures. Foods which in the opinion of the AAA dietitian are normally served either hot or cold must be delivered at temperatures that ensure that hot food is at least 135°F and that cold food is under 41°F at the time of service.
3. The Contractor will inform eligible individuals that the meals program may not be fully funded by the CARES Act and that they will be asked to contribute. All contributions are to be voluntary and anonymous. Project income from eligible individual donations in excess of the budgeted level is to be used to expand or support the meal service.
4. The Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the Contractor's site.
5. Ethnic meals will be available in neighborhoods with a high concentration of the ethnic-specific target population.
6. Program staff or dietitians of the AAA staff will have the right to inspect the food production kitchen at any time and without notice. All authorized representatives of Alameda County, the State or Federal government will have the right to inspect, review, and audit kitchens, food production areas, serving areas, packing and storage areas, equipment, and all records relating to meals purchased or produced and the performance of Contractor regarding meals.
7. A chemical analysis of any food provided by the Contractor may be made by the AAA at any time. The Contractor is liable for the cost of analysis if the finding discloses that the food does not comply with meal or health regulations.
8. The Contractor will have a ServSafe Certified person provide oversight at each meal site and ensure that all safety and sanitation control standards are met at the site.
9. Contractors are encouraged to use environmentally sound practices and products in the meal service operation and delivery.
10. Quarterly in-service trainings for all staff and volunteers, approved by AAA RDN are required. Volunteers must receive ongoing training. In-service training for staff and volunteers may be conducted via written materials or remotely, and must include a training evaluation.
11. The California Health and Safety Code, Division 2. Licensing Provisions, Chapter 3., Article 2., Section 1522 (b)(1)(D) requires background checks for employees and volunteers working with the elderly population. All volunteers and staff must have a background check cleared by the Contractor before engaging in the program.
	* + 1. **Emergency Home Delivered Nutrition Services: (Title C-2**) The goal of Emergency Home Delivered nutrition services is to maintain or improve the physical and social well-being of eligible individuals through appropriate nutrition services. Emergency Home Delivered nutrition services are provided in response to the COVID-19 Emergency to eligible individuals who are homebound by reason of illness, disability, or are otherwise isolated, and have no safe, healthy alternative for meals. Home delivered meals consist of the procurement, preparation, service and delivery of culturally appropriate meals and nutrition education.

**The Service Unit of Measure is 1 delivered meal**

**The reimbursement rate is $9.50 per service unit.**

* 1. Eligible individuals shall receive at least one meal per day. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRIs) in compliance with the Dietary Guidelines (See Exhibit C for Minimum Menu Requirements & Nutrition Standards, and Exhibit C for links to CRFC and AAA Nutrition Policy and Procedures Manual.

b. Meals will be prepared and delivered daily, Monday through Friday, or other days as mutually agreed upon with AAA. Meals will be delivered hot or chilled unless otherwise approved by the AAA, except those designated as County Holidays and/or other days as mutually agreed upon. Weekend and holiday meals will be available, either as cold or frozen, and must meet Title III C guidelines. Menu planning shall be in accordance with Older Americans Act, state and local standards.

c. Home delivery routes will include all geographic areas within Alameda County designated in the contract. Adequate back-up plans will be in place so that personnel/vehicle emergencies do not disrupt program services.

d. The California Health and Safety Code, Division 2. Licensing Provisions, Chapter 3., Article 2., Section 1522 (b)(1)(D) requires background checks for employees and volunteers working with the elderly population. All volunteers and staff must have a background check cleared by the Contractor before engaging in the program.

e. Time elapsed from preparation to meal service will not exceed two hours for meals delivered hot and will not exceed three hours for meals delivered chilled. Foods which, in the opinion of the AAA dietitian, are normally served either hot or cold must be delivered at temperatures that ensure that hot food is at least 135°F and that cold food is under 41°F at the time of delivery.

f. Contractor should provide ethnic meals whenever possible in neighborhoods with a high concentration of the ethnic-specific target population.

g. Contractor must utilize a Registered Dietitian to ensure that the regulations noted in Title 22 are satisfied. A menu analysis shall be performed by a Registered Dietitian to ensure compliance with the one-third (1/3) of the Dietary Reference Intakes (DRI) as described in this RFP. The AAA will treat all contractor recipes in a confidential manner. Meals may be rejected by the AAA if they do not meet specifications. Possible reasons for rejection include but are not limited to: inadequate portion sizes, missing meal components, unauthorized substitutions, or use of recipes or products without the prior approval of the AAA.

1. Meals must be produced at a HACCP compliant kitchen with valid health permit and current health inspection status from the Environmental Health Division of the City of Berkeley or the Alameda County Department of Enviromental Health for and comply with the *California Retail Food Code (CRFC)*.
2. Each Home Delivered Meals Contractor shall assess the level of need for home-delivered nutrition services of each eligible individual per the specifications in Exhibit I of this RFQ and the contract awareded. Assessment will consist of:
	* + - An initial determination of eligibility which may be accomplished by telephone.
			- A written assessment shall be done within two (2) weeks of beginning meal service.
			- An older individual eligible to receive home-delivered meals shall be assessed for need for nutrition-related supportive services and referred as necessary.
			- Reassessment of need shall be determined quarterly.
3. Provide written instructions in the language of the majority of the eligible individuals for handling and re-heating of the meals.
4. Establish a waiting list for home-delivered meals whenever the Contractor is unable to provide meals to all eligible individuals. The decision to place eligible individuals on a home-delivered meals waiting list, and their position on such a list, shall be in accordance with Exhibit I, *AAA’s Home Delivered Meals Assessment Criteria and Priority Ranking Guidelines.*
5. Comply with the *California Retail Food Code* and their local health department regarding safe and sanitary preparation and service of meals.
6. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and eligible individual safety.
7. When it is known or reasonably suspected that an eligible individual has been the victim of abuse, report the abuse to the authorities in accordance with Section 15630, Welfare and Institutions Code.
8. Monthly menus will be submitted to the AAA at least 6 weeks prior to use and conform to all Title III C regulations and all additional nutrition standards stated herein, including Exhibit C for *Minimum Menu Requirements & Nutrition Standards* and the *California Retail Food Code* and *AAA Nutrition Policy and Procedures Manual.*
9. All substitutions for approved menu items will be authorized by the Contractor’s Registered Dietitian in advance. Failure to obtain authorization may result in a partial or total disallowance of payment to Contractor for all affected meals.
10. The Contractor will be responsible for the purchase, maintenance, repair, and storage of all raw food, food supplies, non-food supplies, kitchen equipment, and transport and temperature control equipment to prepare all meals in bulk pans, operate a kitchen site and fulfill all contract requirements.
11. The AAA must be notified within 10 days of changes in administrative staff for all Contractor and any providers.
12. The Contractor will not enter into subcontracts for any of the work under the contract without first obtaining written approval from the AAA.
13. Menus will be culturally appropriate.
14. Contractors are encouraged to use environmentally sound practices and products in the meal service operation and delivery.
15. Quarterly in-service trainings for staff and volunteers, approved by AAA RDN must be provided. Volunteers must receive ongoing training. In-service training for staff and volunteers may be conducted via written materials or remotely, and must include a training evaluation.

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

**The Service Unit of Measure is 1 one session per eligible individual.**

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

* + - 1. Nutrition Education programs and materials are to be approved by a qualified dietitian/ nutritionist and overseen by a Dietitian or individual of comparable expertise.
			2. Nutrition education shall be provided a minimum of four (4) times per year to eligible individuals at each congregate meal site and a minimum of ten (10) times annually in the home-delivered meal program. Printed materials may be used as the sole nutrition education component.
			3. Monthly Nutrition education can now be completed as written information on the back of menus.

## DELIVERABLES/REPORTS

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

1. For services related to meals:
	1. Report weekly COVID-19 meal counts;
	2. Report monthly “as served “ menus;
	3. Report monthly menus for review and approval in advance;
	4. Report data to AAA in the requested format and frequency;
2. Submit monthly invoices;
3. Seek approval for capital equipment over $5000; and
4. Contractors must also participate in AAA’s Contractor meeting;

## COUNTY PROVISIONS

1. Environmentally Friendly Packaging: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable

## DEBARMENT/SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFQ response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

* The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov); and
* Bidders are to complete a Debarment and Suspension Certification form, Exhibit D attached, certifying bidder, its principal and their named and unnamed subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

## NOTICE OF INTENT TO AWARD

* + - 1. This is on ongoing RFQ that will accept proposals and evaluate them on a regular basis. Each bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the determination on their bid, whether they have qualified to participate in the contract pool or whether thay have been determined not qualified to participate in the pool. The document providing this notification is the Notice of Intent to Award/Non-Award.
			2. .
			3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

## BID PROTEST/APPEALS PROCESS

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

* + - 1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County’s GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Fax: (510) 208-9720, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
				1. The Bid protest must contain a complete statement of the reasons and facts for the protest.
				2. The protest must refer to the specific portions of all documents that form the basis for the protest.
				3. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
				4. The County Agency/Department will notify all bidders of the protest as soon as possible.
			2. Upon receipt of written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. .

			The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.
			3. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidders affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
				1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
				2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
				3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
				4. 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
				5. The decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
			4. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

## TERMINATION

* + - 1. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
			2. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFQ at the end of any County Fiscal Year, for reason of non‑appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.

## AWARD

* + - 1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
			2. The County reserves the right to award to a single or multiple Contractors.
			3. The County has the right to decline to award this contract or any part thereof for any reason.

## METHOD OF ORDERING

* + - 1. POs and payments for products and/or services will be issued only in the name of Contractor.
			2. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
			3. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

## INVOICING

* + - 1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
			2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
			3. County shall notify Contractor of any adjustments required to invoice.
			4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
			5. Contractor shall utilize standardized invoice upon request.
			6. Invoices shall only be issued by the Contractor who is awarded a contract.
			7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
			8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

## ACCOUNT MANAGER / SUPPORT STAFF

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

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only.

The evaluation phase of the competitive process shall begin upon receipt of bids.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail, to:

Tarana Malmirchegini, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: tarana.malmirchegini@acgov.org

PHONE: (510) 208-9614

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

## SUBMITTAL OF BIDS

* + - 1. All bids must be completed and successfully uploaded through [Alameda County EZSourcing Supplier Portal](https://ezsourcing.acgov.org/).
			2. Bidders **must** also submit an attached electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation.
			3. No email (electronic) or facsimile bids will be considered.
			4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
			5. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
			6. All other information regarding the bid responses will be held as confidential until such time as the General Services Agency has completed its evaluation, a recommended award has been made by the General Services Agency, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s).  In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
			7. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
			8. 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.
			9. 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.
			10. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
			11. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
			12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

## RESPONSE FORMAT

* + - 1. Bid responses must be submitted online through [Alameda County EZSourcing Supplier Portal](https://ezsourcing.acgov.org/).
			2. Bid responses are to be straightforward, clear, concise and specific to the information requested.
			3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
			4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this IRFQ may be subject to public disclosure.  County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* **As described in the submittal of bids section of this RFQ, bidders must submit an electronic copy of the bid in PDF (with OCR preferred). The electronic copy must have all appropriate pages signed (**✍**).**
* **Each page of the Bid Response Packet must be submitted through the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the bidder must be submitted with such pages or items clearly marked “N/A” or the bid may be disqualified as incomplete.**
* **Bidders shall not modify the Bid Response Packet or any other County-provided document unless instructed to do so. Modifications bidders are instructed to make include:**
	+ **On the cover page of the Bid Response Packet, Bidders must replace the information in BLUE font (name of bidder organization, primary contact name, etc.).**
* **Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.**
* **If a bidder is making any clarifications, or taking exception to policies or specifications of this RFQ, these must be submitted in the *Exceptions and Clarifications* form of the Bid Response Packet in order for the bid response to be considered complete.**

 **Date of Submission**

**Name of Bidding Organization**

**Primary Contact Name**

**Primary Contact Title**

**Address 1**

**Address 2**

**City, State Zip Code**

**Phone Number**

**Email Address**

### BID RESPONSE PACKET

RFP No. ######

Coronavirus Aid, Relief and Economic Security (Cares) Act Funding Emergency

#### BIDDER INFORMATION

Official Name of Bidder:

Street Address Line 1:

Street Address Line 2:

City:  State:  Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

 [ ]  Corporation [ ]  Joint Venture

 [ ]  Limited Liability Partnership [ ]  Partnership

 [ ]  Limited Liability Corporation [ ]  Non-Profit / Church

 [ ]  Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Primary Contact Information:

Name / Title:

Telephone Number:  Alternate Number:

E-mail Address:

#### BIDDER ACCEPTANCE

1. The undersigned declares and agrees that the Bid Documents, including, without limitation, the RFQ, Addenda, and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFQ No. ###### – Coronavirus Aid, Relief and Economic Security (Cares) Act Funding Emergency.
3. 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.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:

**Debarment / Suspension Policy**

[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]

**Iran Contracting Act (ICA) of 2010**

[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]

**General Environmental Requirements**

<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>

**Small Local Emerging Business Program**

[<http://acgov.org/auditor/sleb/overview.htm>]

**First Source**

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

**Online Contract Compliance System**

[<http://acgov.org/auditor/sleb/elation.htm>]

**General Requirements**

[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ.
2. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
4. The undersigned acknowledges ***ONE*** of the following (please check only one box):

[ ]  Bidder is not local to Alameda County and is ineligible for any bid preference; **or**

[ ]  Bidder is a certified SLEB at the time of bid submittal and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB INFORMATION SHEET](#SLEBCerta)); **or**

[ ]  Bidder is LOCAL to Alameda County and is requesting 5% bid preference, 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 business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

**SIGNATURE:** ✍

Name/Title of Authorized Signer:

Dated this  day of  20

#### LETTER OF TRANSMITTAL

**Instructions**: 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 in 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**: 2 pages

**TABLE OF KEY PERSONNEL**

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Table of Key Personnel**. The table shall include all key personnel associated with the RFQ.

This table must include all key personnel who will provide services to the County, including collaborating partners. The table must 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 including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address;
3. The role that the person will play in connection with the RFQ;
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

**Maximum** **Length**: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.

#### DESCRIPTION OF PROPOSED SERVICES

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

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

At minimum, the Bidder must include the following details:

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

**Maximum** **Length**: none

#### REFERENCES

**Instructions**: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of three references. References must be satisfactory as deemed solely by County. 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 Bidders submission.

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

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

**REFERENCES**

RFQ No. ###### - Coronavirus Aid, Relief and Economic Security (Cares) Act Funding Emergency

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:       |

#### EXCEPTIONS AND CLARIFICATIONS

**Instructions**: On the following page is the **Exceptions and Clarifications** form. Bidders must use this form to identify any and all exceptions and/or clarifications to the RFQ and associated Bid Documents.

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

**EXCEPTIONS AND CLARIFICATIONS**

RFQ No. ###### - Coronavirus Aid, Relief and Economic Security (Cares) Act Funding Emergency

Bidder Name:

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

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

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

#### CREDENTIALS

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidders are to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFQ.

#### INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet, the Bidder agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.

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

**\*\*\*See Next Page For County Of Alameda**

**Minimum 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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

|  |  |
| --- | --- |
| **TYPE OF INSURANCE COVERAGES** | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)Any Auto or Hired and Non-Owned AutosBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**As required by State of California  | WC: Statutory LimitsEL: No less than $1,000,000 per accident for bodily injury or disease |
| **D** | **Endorsements and Conditions**:1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **DURATION OF COVERAGE:** 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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work. Proof of workers’ compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. 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.
4. **SUBCONTRACTORS:** 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.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
* Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
* Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.
1. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
2. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 |

Certificate C-1 Page 1 of 1 Form 2001-1 (Rev. 03/31/20)

### EXHIBIT B

**Debarment and Suspension Certification**

**PROCUREMENTS $25,000 and OVER**

**COUNTY OF ALAMEDA**

**RFQ No. 901939**

**for**

**Coronavirus Aid, Relief And Economic Security (CARES) Act Funding Emergency**

**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.**

**Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

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

BIDDER:

PRINCIPAL: TITLE:

SIGNATURE: DATE:

**Exhibit C - Minimum Menu Requirements And Nutrition Standards**

**RFQ No. 901939 – Coronavirus Aid, Relief And Economic Security (CARES) Act Funding Emergency**

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

**MINIMUM MENU REQUIREMENTS**

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

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

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

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

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

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

Minimum meal requirements include the following:

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

Nutrition providers have flexibility in meeting dietary guidelines for sodium, fat, whole grain, and fiber during the COVID-19 pandemic. However, every attempt should be made to keep sodium under 1000 mg and ensure at least 50% of grains are whole grain products.

**CURRENT MINIMUM FOOD PURCHASE SPECIFICATIONS**

**GENERAL PROVISIONS**

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

**FOOD SPECIFICATIONS**

**1. Dairy Products:**

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

**2. Bread or Alternate:**

* + Must be enriched
	+ Wheat must be whole wheat

**3. Vegetables:**

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

**4. Fruits and Juices:**

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

**5. Condiments and Grocery Items:**

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

**6. Eggs:**

* Must be fresh, Grade A or AA

**7. Meats/Alternatives:**

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

**8. Fats:**

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

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

* 1. All programs will comply with all specifications set forth in the RFP.
	2. All programs will comply with *PSA 9 Nutrition Programs Policy, Minimum Menu Requirements.*
	3. All meals on wheels eligible individuals will receive a menu before the start of each month.
	4. Menus will be legible, easy-to-read and in the language of the eligible individual group.
	5. Salt will not be used in the kitchen. Herbs and spices should be used to provide flavor.
	6. The local program dietitian must approve all menu substitutions beforehand. A list of fruit and vegetables containing minimum allowable amounts of Vitamins A and C may be used after development from the local dietitian and approval from the AAA.

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

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

**Minimum Menu Requirements and Nutrition Standards**

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

**MINIMUM MENU REQUIREMENTS**

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

All minimum requirements for facilities, food, and menus set forth in *Title 22 California Code of*

*Regulations, Division 1.8, California Department of Aging* and the *California Retail Food Code (CRFC)* must be followed. Current minimum food purchase specifications are attached to this directive.

**GENERAL PROVISIONS**

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

**FOOD SPECIFICATIONS**

**1. Dairy Products:**

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

**2. Bread or Alternate:**

* + Must be enriched
	+ Wheat must be whole wheat

**3. Vegetables:**

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

**4. Fruits and Juices:**

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

**5. Condiments and Grocery Items:**

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

**6. Eggs:**

* Must be fresh, Grade A or AA

**7. Meats/Alternatives:**

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

**8. Fats:**

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

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

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

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

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

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

**Exhibit D - HOME DELIVERED MEALS**

**ASSESSMENT CRITERIA AND PRIORITY RANKING**

**RFQ No. 901939 – Coronavirus Aid, Relief And Economic Security (CARES) Act Funding Emergency**

ALAMEDA COUNTY (PSA 9)

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

Requirements for Home Delivered Nutrition Services

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

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

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

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

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

* lives alone, with no home care
* recently discharged from hospital (within last two weeks)
* confined to bed
* no access to meals (including no one to prepare food at home)
* low income (SSI or lower) with additional risk factors
* impaired in at least two of the following three Activities of Daily Living (ADL): transfer, eating, or walking
* impaired in at least two of three of the following Instrumental Activities of Daily Living (IADL): prepare meals, mobility indoors, shopping for personal items
* home in severe state of disrepair
* dementia / mental illness/ depression
* APS referral

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

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

**Priority C Qualifying Need**

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

**EXHIBIT - E**

**ADDITIONAL CONTRACT PROVISIONS**

**FEDERAL PROVISIONS**

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

**I. General Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* 1. 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.
	2. 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.
		1. c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

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

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

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

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

1. (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. (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—

* 1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
	2. Meeting Contract performance requirements; or
	3. At a reasonable price.

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

(3) The Contractor also agrees to comply with all other applicable requirements of

Section 6002 of the Solid Waste Disposal Act.

**(J) Access to Records.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**EXHIBIT E - 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, \_ADD NAME OF 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.

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Signature of Contractor’s Authorized Official Date

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Title