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

 **ONLINE BIDDING PROCESS**

* Bid pricing must be submitted online through Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org/).
* The following pages require signatures and must be scanned and uploaded to Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org/):
1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#_BIDDER_INFORMATION) page
	1. [Must be signed by Bidder](#_BIDDER_ACCEPTANCE)
2. Exhibit A – Bid Response Packet, [SLEB Information Sheet](#SLEB_Info_Sheet)
	1. [Must be signed by Bidder](#Prime_Bidder_Signature)
	2. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) 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. 901941

**for**

Vendor Pool:

Emergency Food Distribution and Meal Delivery Services

|  |
| --- |
| **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: Bukola Gbadamosi, Procurement & Contracts Specialist****Phone Number: (510) 208-4882****E-mail Address: Bukola.Gbadamosi@acgov.org** |

**Continuous Filing for Responses**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>

Alameda County is committed to reducing environmental impacts across our entire supply chain.

If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

# CALENDAR OF EVENTS

REQUEST FOR QUOTATION No. 901941

VENDOR POOL: Emergency Food Distribution and Meal Delivery Services

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **July 28, 2020** |
| **Bidder’s Conference**  | **August 5, 2020 at 2 p.m.**[Join Microsoft Teams Meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ODQxYjA4OWEtOGE1Yy00OWQzLWE1MjctNmVmZDgyMWIxMTRl%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%226f78d01f-d251-41b6-93f2-62b14e61db23%22%7d) +1 415-915-3950   United States, San Francisco (Toll) Conference ID: 189 133 247#  |
| **Written Questions Due** | **August 6, by 5:00 p.m.**  |
| **List of Attendees** | **August 7, 2020**  |
| **Q&A and/or Addendum Issued** | **August 12, 2020**  |
| **Response Due** | **Continuous Filing**  |
| **Evaluation Period**  | **Continuous** |
| **Notice of Intent to Award Issued** | **Continuous**  |
| **Board Consideration Award Date** | **Continuous**  |
| **Contract Start Date** | **Continuous**  |

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

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, August 5, 202010:30 a.m. – 11:30 a.m.***TO ATTEND ONLINE:***[Join Microsoft Teams Meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)+1 415-915-3950   Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S*** ***PROCUREMENT TEAM!***This is a public event where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. |

COUNTY OF ALAMEDA

REQUEST FOR QUALIFICATION No. 901941

SPECIFICATIONS, TERMS & CONDITIONS

 for

VENDOR POOL: EMERGENCY FOOD DISTRIBUTION AND MEAL DELIVERY SERVICES

**TABLE OF CONTENTS**

**Page**

[I. STATEMENT OF WORK 5](#_Toc46739184)

[A. INTENT 5](#_Toc46739185)

[B. BACKGROUND/SCOPE 5](#_Toc46739186)

[C. BIDDER QUALIFICATIONS 7](#_Toc46739187)

[D. SPECIFIC REQUIREMENTS 8](#_Toc46739188)

[E. DELIVERABLES / REPORTS 10](#_Toc46739189)

[II. COUNTY PROCEDURES, TERMS, AND CONDITIONS 10](#_Toc46739190)

[F. CONTRACT EVALUATION AND ASSESSMENT 10](#_Toc46739191)

[G. NOTICE OF INTENT TO AWARD 11](#_Toc46739192)

[H. Bid Protest/Appeals Process 11](#_Toc46739193)

[I. DEBARMENT/SUSPENSION POLICY 13](#_Toc46739194)

[J. TERM / TERMINATION / RENEWAL 14](#_Toc46739195)

[K. PRICING 14](#_Toc46739196)

[L. AWARD 15](#_Toc46739197)

[M. METHOD OF ORDERING 15](#_Toc46739198)

[N. INVOICING 16](#_Toc46739199)

[O. ACCOUNT MANAGER / SUPPORT STAFF 16](#_Toc46739200)

[III. INSTRUCTIONS TO BIDDERS 17](#_Toc46739201)

[P. COUNTY CONTACTS 17](#_Toc46739202)

[Q. SUBMITTAL OF BIDS 18](#_Toc46739203)

[R. RESPONSE FORMAT 19](#_Toc46739204)

ATTACHMENTS

EXHIBIT A **BID RESPONSE PACKET**

EXHIBIT B **DEBARMENT AND SUSPENSION CERTIFICATION**

EXHIBIT C **CLIENT GRIEVANCE POLICY**

EXHIBIT D **LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS**

EXHIBIT E **CONFIDENTIALITY – CONTRACT PROVISIONS**

EXHIBIT F **AUDIT REQUIREMENTS**

EXHIBIT G **HIPAA BUSINESS ASSOCIATE AGREEMENT**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe the Emergency Food Distribution Vendor Pool.

The County of Alameda (County) intends to award a limited contract with option to renew to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFQ and meets the County’s requirements.

The County will keep the RFQ open on a continuous basis to allow vendors to become qualified as they become eligible, and approval will be requested on an ongoing basis as long as funding is available.

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

Alameda County Social Services Agency (ACSSA) intends to identify qualified vendors to establish a vendor pool to rapidly deploy expanded emergency food distribution and meal delivery services that will help meet the growing food and nutritional needs of home-bound seniors, youth, medically vulnerable individuals, and individuals and families that are experiencing food insecurity and hunger as a result of the Coronavirus (COVID-19) pandemic. The Vendor Pool will bring together a selection of qualified vendors with creative and effective emergency food distribution and meal delivery solutions. The Vendor Pool will accelerate the County’s efforts to eliminate poverty and hunger as outlined in [Alameda County’s Vision 2026](https://vision2026.acgov.org/goals.page) goals.

## BACKGROUND/SCOPE

Emergency food assistance needs have been escalating rapidly across all of the County of Alameda due to the COVID-19 pandemic. The effects of COVID-19 have resulted in unprecedented job layoffs and furloughs, social distancing requirements, and mandatory stay at home orders. These conditions have increased hunger and food insecurity and increased the health risks taken by medically vulnerable individuals seeking to meet their food needs. Emergency food distribution sites throughout the county have reported large spikes in the number of requests for emergency food assistance. While some food distribution sites have increased distribution, some sites have had to cut back services due to a reduction in volunteers and, in some cases, have had to suspend operations all together. Since the onset of the COVID-19 pandemic, the number of applications for the CalFresh food assistance program in the County of Alameda have increased, at its height, by approximately 120%. The Alameda County Community Food Bank (ACCFB) reported an 800% increase in daily calls to the emergency food helpline during the early stages of Shelter-in-Place, and in June 2020, 39% of callers were seniors. As the Alameda County Public Health Department prepares to hire hundreds of COVID-19 contact tracing staff by summer 2020, the number of county residents identified for quarantine to contain the pandemic will rise and, with it, the need for expanded food delivery services. These new developments indicate the quickly rising need for food and nutrition assistance among County residents.

The purpose of this RFQ is to rapidly expand emergency food distribution to vulnerable populations in the County of Alameda, including low-income residents, home-bound seniors, medically vulnerable individuals, youth, those who cannot access healthy meals due to shelter in place or quarantine orders, and food insecure individuals and families.

**Emergency Food Distribution and Delivery Services**

Bidders are encouraged to submit innovative service delivery proposals that meet the specific purpose of this RFQ, as well as a complete list of additional services that can be provided in addition to those requested within this RFQ. Emergency food distribution and delivery activities may include, but are not limited to, meal preparation, meal or grocery delivery, drive-through brown bag food distribution, grab-and-go meals, mobile or pop-up pantries, food recovery and food distribution. Food should be distributed in a manner that adheres to public health safety orders and recommendations. Distribution design should incorporate ways to reduce in-person contact or gatherings of individuals and allow for adequate social distancing per CDC guidelines. For example, drive-through distributions, appointments for pick-up food assistance, and no-contact food and meal delivery.

Bidders that propose to provide meal delivery services should be equipped to provide nutritious hot and cold meals that may include breakfast, lunch, and dinner, and should include condiments for each meal. A list of menu items that can be prepared and provided for meal delivery and preparation is also required, including food options for homebound seniors, youth, and individuals and families with food restrictions, i.e., diabetics/low-glycemic, gluten-free, vegetarian, halal, food allergies, etc.

**Resident and Business Outreach**

Bidders will be responsible for conducting community outreach for the program (partnerships are strongly encouraged). Outreach should be conducted both to individuals on how to access the services, through such networks as aging agencies, home-delivered meal organizations, food banks, and other local channels and, if applicable, to food providers on how to apply to participate through such networks as local chambers of commerce and restaurant associations. Bidders should incorporate remote communication options for reaching target populations, such as web applications, digital outreach, text messaging, social media, and email and phone communication, whenever possible.

**Leveraging Additional Food Assistance Programs and Resources**
In addition, food distribution activities should seek to connect individuals served with additional resources, including information on how to apply for CalFresh, Women, Infants & Children (WIC) Supplemental Nutrition, free and reduced price school meals, Meals on Wheels, the Great Plates Program for seniors, and other available food assistance programs.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
			1. Bidder shall be regularly and continuously engaged in the business of providing licensed and permitted food and or delivery related services for at least one year within the last five years. Entities without this experience may partner with others to submit a single bid as a partnership.
			2. Bidder must adhere to the California Safety Code pertaining to food preparation and holding temperatures, including during transport and storage of items
			3. All delivery staff must pass a background check, and possess a valid Driver’s License prior to making deliveries
			4. All food facilities must have a valid permit to operate from the County of Alameda
			5. All food handling employees must have valid California Food Handler Cards
			6. Meals must be prepared in a certified and inspected commercial kitchen and in alignment with food safety practices dictated by the Alameda County Environmental Health Department
			7. Bidder must have no history of having been ordered by the regulating health department in their service area to cease or suspend their food service operations within the past 10 years for food safety reasons
			8. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ.

## SPECIFIC REQUIREMENTS

Contractor(s) shall be able to complete the following activities and meet the following guidelines:

**Bidder must be able to start providing emergency food distribution and/or delivery services at the time of the contract execution.**

**Emergency Food Distribution and/or Delivery**

* + 1. Provide preparation, packaging and/or delivery of nutritious groceries and/or meals to the County of Alameda residents from target populations.

Target populations are vulnerable populations residing in the County, including but not limited to: low-income residents, home-bound seniors, medically vulnerable individuals, youth, those who cannot access healthy meals due to shelter in place or quarantine orders, and food insecure individuals and families.

b. Proposed services should demonstrate community need or current gaps in services for the target population and service area identified.

2. Provide emergency food distribution and/or delivery services in accordance with California Safety Code guidelines related to food handling, preparation, storage and transport at all stages of program operations.

3. Distribute and/or deliver food in a manner that reduces contact or gatherings of individuals and allows for social distancing, and otherwise follows the most current pandemic safety guidelines issued by the Alameda County Public Health Officer.

4. Provide emergency food that is culturally appropriate and nutritious.

5. Serve all individuals in a welcoming and dignified manner.

6. Provide a comprehensive service delivery plan for review and approval by the County before beginning work outlined in a Standard Services Agreement, including staff and subcontractor roles; food sourcing, storage, processing, delivery and client communications plans; schedules; service projections; budgets and outreach/marketing plans and partnerships.

Note: Requirements and standards for food delivery only applies to proposed service models that require a food delivery component.

7. Abide by the requirements set forth in Confidentiality Attachment D and HIPAA Attachment F.

8. Strategic partnerships utilizing diverse specialties in expertise of multiple contracting partners within a single bid application are encouraged.

**Resident and Business Outreach**

9. Conduct targeted, effective, sensitive, and culturally competent outreach and marketing in partnership with public agencies and community stakeholders to connect target populations to emergency food assistance, including the Contractor’s food distribution services as well as additional food assistance programs and resources.

10. Conduct effective outreach to locally-owned businesses and food providers for participation as partners, clients, suppliers or subcontractors.

11. Conduct community outreach that effectively incorporates remote communication options for reaching target populations.

**Leveraging Additional Food Assistance Programs and Resources**

12. Provide information and referrals for additional resources and food assistance programs, including CalFresh, Women, Infants & Children (WIC) Supplemental Nutrition, free and reduced price school meals, Meals on Wheels, the Great Plates Program for seniors, and other food assistance programs.

13. Partner with public agencies and community stakeholders, as needed, to identify strategic ways to connect target populations to additional food assistance programs and resources through the Contractor’s existing service delivery platform and client communications.

**Professional Development and Technical Assistance**

14. Provide training and support to any subcontractors to ensure that they consistently meet program deliverables, quality standards and reporting requirements.

15. Maintain relevant valid certification or licensing of all staff and all relevant aspects of operations throughout the period of the Standard Services Agreement.

**Reporting**

16. Capacity to collect data and report on County required performance measures and data metrics at intervals required by the County.

17. Undergo inspections of services by the County to ensure compliance with contract requirements and standards.

## DELIVERABLES / REPORTS

* + 1. Contractor(s) will receive reimbursement after submitting a monthly report detailing their food distribution efforts. Contractor(s) will provide monthly reports on their activities by the 10th of the following month (for example: June 10th report will provide May data).
		2. ACSSA is committed to performance-based monitoring and accountability for all of its contracted services. The Agency will be using the Results-Based Accountability (RBA) approach in all of its contracting processes. All new or renewed contracts will be required to provide information and data that address the three basic RBA questions: How much work was done? How well was it done? And, who benefitted as a result of the work?
		3. Contractor(s) can expect to be asked how they measure whether clients are better off and the quality of the delivered services. Contractor(s) will be required to show that their work incorporates best or promising practices, or evidence-informed or evidence-based practices. The Agency will work with Contractor(s) to develop appropriate metrics, indicators and outcome measures. A link to further information on RBA implementation can be found at: <http://www.raguide.org/>.
		4. Specific reporting requirements and performance measures for the Contractor will be outlined in the Standard Services Agreement.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract which may be awarded to Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

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

1.                  Contractor has complied with all terms of this RFQ; and

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

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated.  Contractor shall be responsible for returning County facilities to their original state at no charge to the County.  The County will have the right to invite the next highest ranked bidder to enter into a contract.  The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

## NOTICE OF INTENT TO AWARD

* + 1. This is an 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 they 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. 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/Non-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.

* + 1. 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.
		2. 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.

## 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.

## TERM / TERMINATION / RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this RFQ, will be specified for a limited number of months at the time of authorizing the Standard Services Agreement.
		2. 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.
		3. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for an additional term at agreed upon prices with all other terms and conditions remaining the same.

## PRICING

* + 1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
		2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.

## AWARD

* + 1. The award will be made to all bidders who meet the Vendor Qualification Criteria and are recommended vendors for inclusion in the Vendor Pool.
		2. 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.
		3. Any proposal/bids that contain false or misleading information may be disqualified by the County.
		4. The County reserves the right to award to a single or multiple Contractors.
		5. The County has the right to decline to award this contract or any part thereof for any reason.
		6. Board approval to award a contract is required.
		7. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
		8. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

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

## METHOD OF ORDERING

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

## INVOICING

* + 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 and/or services 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 ACSSA 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 sealed.

The evaluation phase of the competitive process shall begin upon receipt of bids until a contract has been awarded.

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

Bukola Gbadamosi, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

E-Mail: Bukola.Gbadamosi@acgov.org

Phone: 510 208-4882

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 BY 2:00 p.m. on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County EZSourcing Supplier Portal shall not extend the due date and time.
		2. Bidders **must** submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with Optical Character Recognition (OCR) preferred) and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation.
		3. Bidders **must** submit a budget detail on the Excel Spreadsheet – Bid Form in EZSourcing Supplier Portal.
		4. No email (electronic) or facsimile bids will be considered.
		5. All costs required for the preparation and submission of a bid shall be borne by Bidder.
		6. 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.
		7. 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 by the General Services Agency. 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.
		8. 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.
		9. 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.
		10. 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.
		11. 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.
		12. 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).
		13. 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.
		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 RFQ 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 that 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.).**
* **Bidder must quote price(s) as specified in the RFQ, including any addendums, and as specified in the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **event.**
* **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

RFQ No. 901941

Vendor Pool: Emergency Food Distribution and Meal Delivery Services

#### 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, Q&A, 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. 901941 –Vendor Pool Emergency Food Distribution.
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)

[<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)

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

* [**General Environmental Requirements**](http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm)

<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://www.acgov.org/gsa/departments/purchasing/policy/first.htm)

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

* [**Online Contract Compliance System**](http://www.acgov.org/gsa/departments/purchasing/policy/compliance.htm)

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

* [**General Requirements**](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)

[<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

#### TABLE OF CONTENTS

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

#### 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

#### BID FORM

**Instructions**:Bidder must use the Bid Form(s) provided below or separate Excel Bid Form(s) provided.

**COST SHALL BE SUBMITTED AS REQUESTED ON THE EXCEL BID FORM(S). NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes (excluding sales and use tax) and all other charges, including travel expenses, and is the maximum cost the County will pay for the term of any contract that is a result of this RFQ.

Quantities listed on Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **Excel Bid Form(s)** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

By submission through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

#### 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 and program. The Bidder must address how they will meet or exceed each requirement listed in **Section E (Requirements)** 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. In this description, identify the target population/s to be served and current gap/s in services/community needs that will be met.
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.)
4. lf subcontracting, Bidder(s) shall identify subcontractors, subcontractor qualifications, and how they plan to work together. Bidder(s) shall identify any existing agreements or MOUs between the Bidder(s) and proposed subcontractor(s).
5. Describe the Bidder’s capacity, knowledge and relevant experience, examples or project with the target population(s) to deliver services as described in Section I.B. The response should include the following:
	1. Any previous experience providing the scope of services outlined in Section I.B.
	2. Experience providing services to the target population identified in Section D.1.
	3. Organizational capacity to administer the funding and provide emergency food distribution and meal delivery services successfully to clients.
	4. Capacity to provide culturally responsive and appropriate services.
	5. History of successful outcomes on similar projects.
6. Bidders shall include a detailed implementation plan that includes:
	1. The priority and/or targeted population(s) for which they will serve, and estimated numbers to be reached for each population included;
	2. Planned activities for serving each priority and/or target population, including the type, length or frequency, geographic reach, and quantity of food to be distributed/delivered for each activity;
	3. An explanation for why they believe that a specific type of service will be effective in reaching a specific target population;
	4. How the emergency food distribution and/or meal delivery services will be delivered in a way that reduces contact or gatherings of individuals and allows for social distancing.

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

**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.

#### IMPLEMENTATION PLAN AND SCHEDULE

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide an **Implementation Plan and Schedule**.

In conjunction with the *Description of Proposed Services* and the *Budget Detail*, Bidder must include an *Implementation Plan and Schedule* that specifically addresses the following:

1. A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services—as well as the key personnel assigned to each.
	1. Address in this timeline, outcomes and activities all five categories described in Section I(E) of this RFQ “Statement of Work: Specific Requirements”: Emergency Food Distribution and/or Delivery, Resident and Business Outreach, Leveraging Additional Food Programs and Resources, Professional Development and Technical Assistance, and Reporting.

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

**Maximum** **Length**: None

#### REFERENCES

**Instructions**: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of 5 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 the Bidder’s submission.

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

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

**REFERENCES**

RFQ No. 901941 - Vendor Pool Emergency Food Distribution

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:       |

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

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

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| 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. 901941 - Vendor Pool Emergency Food Distribution

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

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following 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, Abuse, Molestation, Sexual Actions, and Assault and Battery | $1,000,000 per occurrence (CSL)Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)Any AutoBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**Required for all contractors with employees | WC: Statutory LimitsEL: $1,000,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors and Omissions**Includes endorsements of contractual liability | $1,000,000 per occurrence$2,000,000 aggregate |
| **E** | **Directors and Officers Liability**Including Employment Practices Liability | $1,000,000 per occurrence |
| **G** | **Endorsements and Conditions**: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). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.1. **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 five (5) 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.
2. **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.
3. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.

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. 1. **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-4d\_CBO Services Page 1 of 1 Form 2001-1 (Rev. 8/14/19

### EXHIBIT B

**Debarment and Suspension Certification**

**PROCUREMENTS $25,000 and OVER**

**COUNTY OF ALAMEDA**

**RFQ No. 901941**

**for**

**Emergency Food Distribution and Meal Delivery Services Vendor Pool**

**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**

**CLIENT GRIEVANCE POLICY**

**WHAT TO DO IF YOU HAVE A GRIEVANCE**

If you have a complaint about the performance of **( \_)**

 **INSERT NAME OF CONTRACTOR**

staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.
2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to

**( \_\_ \_\_ \_\_\_\_\_)**’s Executive Director or designee.

 **INSERT NAME OF CONTRACTOR**

If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

1. Or, if you prefer, you may bypass the above steps and immediately contact the funding agency below:

**Alameda County Social Services Agency**

**Contracts Office**

**1111 Jackson St., Suite 103**

**Oakland, CA 94607**

**Email:** **ContractsCustomer@acgov.org**

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me. I understand that by signing below, I hereby

authorize **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** to release all my information

 **INSERT NAME OF THE CONTRACTOR**

pertaining to my grievance to the Alameda County Social Services Agency.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client’s Name (printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client’s Signature Date

**ANEXO A**

**POLITICA PARA QUEJAS DE CLIENTES**

**QUÉ HACER SI USTED TIENE UNA QUEJA**

Si tiene una queja acerca del desempeño del personal de **( \_\_\_\_)**

 **INSERTAR NOMBRE DEL CONTRATISTA**

o siente que se le ha tratado injustamente, tendrá que seguir los siguientes pasos para que su queja sea escuchada:

1. Hable en privado con la persona con quien tiene el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.

2. Si no se siente cómodo hablando con la persona con quien tiene el problema, o habla con esa persona y no está satisfecho/a con los resultados, puede hacer una cita para hablar con el director ejecutivo de **( \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )** o su representante, o

**INSERTAR NOMBRE DEL CONTRATISTA**

enviarle la queja por escrito (la cual puede ser en su propio idioma). Si tiene una buena razón para utilizar otro medio de comunicar su queja, como una cinta de grabación, lo podrá hacer. El director ejecutivo o el representante se reunirá con usted o le proveerá una respuesta por escrito a su queja en el plazo de diez (10) días hábiles a partir de su cita o de haber recibido su queja por escrito.

3. O, si usted prefiere, puede evitar los pasos previos y contactar, inmediatamente, al siguiente organismo de financiación:

**Agencia de Servicios Sociales del Condado de Alameda**

**Contracts Office**

**1111 Jackson St., Suite 103**

**Oakland, CA 94607**

 **Correo electrónico: ContractsCustomer@acgov.org**

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma, y que se me dio una copia de este formulario. Comprendo que al firmar abajo autorizo a **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_)** a que divulgue a la Agencia de Servicios

 **INSERTAR NOMBRE DEL CONTRATISTA**

Sociales del Condado de Alameda toda mi información en relación con mi queja.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nombre del cliente (en letra de imprenta)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firma del cliente Fecha

Page 7 of 24

**EXHIBIT D**

**LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS**

1. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan’s provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
2. Shall clearly disclose language access capabilities in relationship to the population served.
3. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can’t accommodate.
4. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County’s Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

1. The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

1. Providing CBOs/contractors with access to Telephonic Interpreters**—**a24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100 + languages—to supplement on-site language access services.

**EXHIBIT E**

**CONFIDENTIALITY – CONTRACT PROVISIONS**

**Confidentiality:** Contractor agrees to maintain the confidentiality of any information which may

be obtained with this work. Contractor shall comply with whatever special requirements in this

regard as are described or referred herein as in Exhibit A(s) to this Agreement. Confidential

information is defined as all information disclosed to Contractor which relates to County’s past,

present and future activities, as well as activities under this Agreement. Contractor will hold all

such information in trust and confidence. Upon cancellation or expiration of this Agreement,

Contractor will return to County all written or descriptive matter which contains any such

confidential information. County shall respect the confidentiality of information furnished by

Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

Pursuant to contract provisions to protect confidential client data file records against any and all

unauthorized practices as stated heretofore, the Contractor will:

1. Assume responsibility for all personnel having access to the client list in regard to the confidential nature of client information. Safeguard measures are required to protect civil and criminal sanctions for non-compliance as contained in applicable statutes.

2. Restrict access to client information to those authorized employees and officials who require access in the performance of their delivery of services under this contract.

3. Work with the information under the control of authorized personnel in a manner to protect the confidentiality of client data file records and in such a manner to protect against unauthorized retrieval by computer, remote terminals, or any unauthorized means.

4. Use SSA confidential client information provided to contractor for the purposes covered under the terms of this agreement. Any and all disclosure of client data file records, transactions or transmissions will be made only with prior written consent and authorization from the SSA.

5. Return to SSA any and all client confidential information contained in hard copy or computer files/disc generated by this agreement as required for confidential destruction. All such files are the legal sole property of the SSA.

6. Ensure project compliance with written corrective action plans as may be mandated by the County.

 **Invoicing Procedures**

Social Services Agency (SSA) Finance Department has established a centralized Payments Unit. Please send all invoices and supporting documentation by the tenth of the month following the month of service and direct all payment questions to SSAInvoices@acgov.org.

This unit will be your point of contact for all payment and invoicing matters. If you need additional assistance, please contact Deputy Finance Director Robert Woolley at (510) 268-2001.

Invoices must contain the following elements:

* 1. Must be on company letterhead that includes name, address, and contact information.
	2. . For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
	3. Document must contain the title Invoice.
	4. The date of the invoice.
	5. A description of services.
	6. . The date range for services provided.
	7. If needed, itemization of any sales tax and delivery/postage charges.
	8. The Purchase Order (PO) number provided by the County.
	9. The total amount owed.
	10. Remittance instructions/address.
	11. A cc indication at the bottom of the invoice with names of people who received courtesy copies.
	12. . The CEO or Executive Director must be included in the cc.
	13. All data as required by this contract.

**EXHIBIT F**

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

1. AUDIT REQUIREMENTS
	1. Funds from Federal Sources:
		1. Non-Federal entities which are determined to be sub recipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.

2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).

3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

* 1. Funds from All Sources:

 Non-Federal entities that expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

* + 1. $100,000 or more must have a financial audit in accordance with the U.S. Comptroller General’s Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
		2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a Single Audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year; however, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

* 1. General Requirements for All Audits:
		1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
		2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
		3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
		4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.
1. AUDIT REPORTS
	1. For Single Audits
		1. Within the earlier of 30 calendar days after receipt of the auditor’s report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
		2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.
	2. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

1. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor’s report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

1. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

**EXHIBIT G**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

**I. RECITALS**

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

**II. STANDARD DEFINITIONS**

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

**III. SPECIFIC DEFINITIONS**

*Agreement.* “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

*Business Associate.* “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

*Contractual Breach.* “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

*Covered Entity. “*Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

*Electronic Protected Health Information*. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

*Exhibit.* “Exhibit” shall mean this HIPAA Business Associate Agreement.

*HIPAA.* “HIPAA” shall mean theHealth Insurance Portability and Accountability Act of 1996, Public Law 104-191.

*HIPAA Breach.* “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, [use](http://www.hipaasurvivalguide.com/hipaa-regulations/164-103.php#use), or [Disclosure](http://www.hipaasurvivalguide.com/hipaa-regulations/160-103.php#disclosure) of [Protected Health Information](http://www.hipaasurvivalguide.com/hipaa-regulations/160-103.php#protected-health-information) which compromises the [security](http://www.hipaasurvivalguide.com/hipaa-regulations/164-304.php#security) or privacy of such information.

*HIPAA Regulations.* “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

*HITECH Act.* “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

*Privacy Rule and Privacy Regulations.* “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

*Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

*Security Rule and Security Regulations*. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

Business Associate may only use or disclose PHI:

1. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;

*B*. As required by law; and

*C*. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**V. PROTECTION OF PHI BY BUSINESS ASSOCIATE**

1. *Scope of Exhibit*. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity’s behalf, shall be subject to this Exhibit.

1. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.

1. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity’s existing Minimum Necessary policies and procedures.

*D.* *HIPAA Security Rule*. Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.

*E.* *Mitigation*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.

*F. Notification of Breach*. During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity’s HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

*G. Agents and Subcontractors*. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company’s services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

*H. Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.

*I. Performing Covered Entity’s HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity’s obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.

*J*. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual’s authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

*K*. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

*L. De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

*M*. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

**VI. INDIVIDUAL CONTROL OVER PHI**

1. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual’s designee, as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

1. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

1. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

**VII. TERMINATION**

1. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediatetermination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.

1. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

1. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

**VIII. MISCELLANEOUS**

1. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate’s own purposes or that any information in Business Associate’s possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

1. *Regulatory References*. A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

1. *Amendments*. The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.

1. *Survival*. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.

1. *No* *Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.

1. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate’s use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate’s use and Disclosure of confidential information related to the performance of this Exhibit.

1. *Interpretation*. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by

**CONTRACTOR:**

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

**By (Signature):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(6/28/2013)