



# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL NO. 2026-ACSSA-AAA-OMB for OMBUDSMAN PROGRAM

For complete information regarding this project, see Request for Proposal (RFP) posted at [Alameda County Contracting Opportunities \[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) or contact the County representative listed below.

Thank you for your interest!

Contact Person: Jose Villaflor, Program Financial Specialist

Phone Number: (510) 268-2454

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

Alameda County Social Services Agency (ACSSA) – Finance Department / Contracts Office

**RESPONSE DUE**

by

**2:00 p.m.**

on

**MAY 1, 2026**

**By Mail:**

Alameda County Social Services Agency / Contracts Office

RFP No. 2026-ACSSA-AAA-OMB

Ombudsman Program

Attn: Jose Villaflor

1111 Jackson St., Suite 103

Oakland, CA 94612

or

**Schedule an appointment to drop off your submission**



# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL NO. 2026-ACSSA-AAA-OMB

## OMBUDSMAN PROGRAM

| EVENT  | DATE/LOCATION  |
|--|--|
| RFP Issued   | March 27, 2026   |
| Networking/Bidders Conference No. 1                    | <p><b>April 1, 2026, 11:00 a.m. – 12:00 p.m. (PST)</b><br/> <a href="https://teams.microsoft.com/meet/25953435467430?p=DNYBRt3TYQH2axpyq6">https://teams.microsoft.com/meet/25953435467430?p=DNYBRt3TYQH2axpyq6</a><br/>           Meeting ID: 259 534 354 674 30<br/>           Passcode: N6rX7Kc9</p> <p>Dial in by phone<br/> <a href="tel:+14159153950545229615">+1 415-915-3950,,545229615#</a> United States, San Francisco<br/> <a href="tel:+18887158170545229615"> (888) 715-8170,,545229615#</a> United States (Toll-free)<br/> <a href="#">Find a local number</a><br/>           Phone conference ID: 545 229 615#</p> |
| Networking/Bidders Conference No. 2                    | <p><b>April 2, 2026, 3:00 p.m. – 4:00 p.m. (PST)</b><br/> <a href="https://teams.microsoft.com/meet/29154958607735?p=TBYjcr24aGEIgzqBJM">https://teams.microsoft.com/meet/29154958607735?p=TBYjcr24aGEIgzqBJM</a><br/>           Meeting ID: 291 549 586 077 35<br/>           Passcode: wp7f4DN6</p> <p>Dial in by phone<br/> <a href="tel:+14159153950438100312">+1 415-915-3950,,438100312#</a> United States, San Francisco<br/> <a href="tel:+18887158170438100312"> (888) 715-8170,,438100312#</a> United States (Toll-free)<br/> <a href="#">Find a local number</a><br/>           Phone conference ID: 438 100 312#</p>   |
| Written Questions Due via Email:<br>jovillaf@acgov.org | April 2, 2026 by 5:00 p.m.   |
| Bidders Conferences List of Attendees Issued           | April 10, 2026   |
| Addendum Issued [only if necessary to amend RFP]       | April 10, 2026   |
| Questions & Answers Issued                             | April 10, 2026   |

|  |  |
|--|--|
| <b>Response Due</b>                                  | <b>May 1, 2026 by 2:00 p.m.</b>  |
| <b>Evaluation Period</b>                             | <b>May 1, 2026 through May 22, 2026</b>  |
| <b>Notice of Intent to Award Issued</b>              | <b>June 2026</b>   |
| <b>Board of Supervisors Consideration Award Date</b> | <b>(This date has not been finalized. The actual date will be provided once available)</b> |
| <b>Contract Start Date</b>                           | <b>July 1, 2026</b>  |

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

**COUNTY OF ALAMEDA**  
**REQUEST FOR PROPOSAL NO. 2026-ACSSA-AAA-OMB**  
**SPECIFICATIONS, TERMS, AND CONDITIONS**  
**for**  
**OMBUDSMAN PROGRAM**

**under**  
**TITLES IIIB AND VIIB, OLDER AMERICANS ACT, as amended in 2020**  
**MELLO-GRANLUND OLDER CALIFORNIANS ACT of 1996**

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**ATTACHMENTS**

- EXHIBIT A BIDDERS RESPONSE PACKET
- EXHIBIT B BUDGET INSTRUCTIONS
- EXHIBIT B-1 BUDGET TEMPLATE (separate excel file attachment)

- EXHIBIT C INSURANCE REQUIREMENTS
- EXHIBIT D DATA REPORTING REQUIREMENTS
- EXHIBIT E EMERGENCY PREPAREDNESS
- EXHIBIT F REFERENCES
- EXCEPTIONS, CLARIFICATIONS, AMENDMENTS
- DEBARMENT AND SUSPENSION CERTIFICATION
- EXHIBIT G ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION
- EXHIBIT G-1 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS-CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R.PART 18)

## I. STATEMENT OF WORK

### A. BACKGROUND

Under the Older Americans Act (OAA) Title IIIB and Title VIIA, each state is required to form an Office of the State Long-Term Care Ombudsman (Office), a program developed to resolve problems related to the health, safety, welfare, and rights of individuals who live in Long-Term Care (LTC) facilities (e.g. nursing homes, board and care and assisted living facilities, and other residential care communities) and to promote policies and consumer protections to improve long-term services and supports at the facility, local, state, and national levels.

The program also receives and investigates reports of suspected elder and dependent adult abuse occurring in LTC facilities, adult residential facilities, adult day programs, adult day health care facilities, intermediate care facilities for the developmentally disabled, congregate living health facilities, and adult residential facilities for persons with special health care needs.

In California, this Office maintains oversight responsibility for 35 state-designated Long-Term Care Ombudsman programs (LTCOPs) and for the staff and volunteer representatives that carry out the duties and functions of the Office at the local level. LTCOPs primarily ensure the rights and entitlements of older adults age 60 years of age or older, who are residents of long-term care facilities regardless of their socio-economic status or area of residence [OAA Sections 102(35), 321(a)(10), WIC 9701(b)] by investigating and resolving complaints and initiating corrective action where necessary. LTCOPs may also serve residents under 60 years of age if a majority of the residents of the facility where the younger person resides are over age 60, and such service does not weaken or decrease service to older individuals covered by the OAA [Policy of the Office of Elder Rights Protection, Administration on Aging; July 15, 1996].

While all persons age 60 and older are eligible to receive OAA services, providers should target older individuals with the greatest economic and/or social need for services [45CFR§1321.69], captured via the proxy characteristics of age 75 and older, low-income, functionally impaired, and minorities.

- Low income: defined as living at or below 200% of the federal poverty level.
- Functionally impaired: includes people with physical or mental impairment that substantially limit one or more major life activities, with particular emphasis on those with limitations in activities of daily living (ADLs) or instrumental activities of daily living (IADLs).
- Minorities: "minority" or ethnic/racial minority groups in the context of program reporting and data collection generally refer to non-White populations, including

Asian, Hispanic/Latino, Black/African American, Native Hawaiian/Pacific Islander, American Indian/Alaska Native, and Multiracial populations.

Alameda County Area Agency on Aging wishes to serve these targeted groups at higher rates than their numbers in the overall older population. Contractors are expected to exceed the following percentages:

|                       |     |
|-----------------------|-----|
| <b>Countywide</b>     |     |
| Age 75+               | 29% |
| Low-Income            | 11% |
| Functionally Impaired | 31% |
| Minorities            | 57% |

**B. INTENT**

Alameda County Area Agency on Aging (AAA) seeks a single contractor to provide Ombudsman services for older adults across the county or countywide. It is the intent of these specifications, terms, and conditions to describe the requirements of public, nonprofit, or for-profit organizations qualified to deliver these services.

The County intends to award one (1)-year contract to one (1) countywide organization selected to provide LTCOP services throughout the entire County. The contract term will run July 1, 2026 - June 30, 2027, with the option to review and renew the contract for up to three (3) additional one (1)-year terms; subsequent awards will be based upon available funding and satisfactory performance. The contract will be awarded to the most qualified bidder, whose response best conforms to the RFP, meets the County’s requirements, and demonstrates responsible stewardship of funds and dedication to collaborative service provision.

**Funding Availability**

AAA estimates that a total of \$935,000 will be available for funding Fiscal Year 2026-2027, with \$112,141 from federal sources, \$588,743 from state sources, and \$234,116 from County General Funds. Actual awards will be dependent on funding available. The total funding is outlined below:

| <b>Funding Source</b> | <b>Anticipated Funding Amounts</b> |
|-----------------------|------------------------------------|
| Federal               | \$112,141                          |
| State                 | \$588,743                          |
| County                | \$234,116                          |
| <b>Total</b>          | <b>\$935,000</b>                   |

## C. SCOPE

The Ombudsman Program identifies, investigates, and resolves complaints made by or on behalf of residents of LTC facilities that affect the residents' health, safety, welfare, or rights. LTCOPs provide residents of LTC facilities with access to Ombudsman representatives who will advocate for their quality of care and quality of life. Ombudsman representatives strive to maintain a presence in the LTC facilities so that residents can build a relationship of trust with their Ombudsman and receive regular and timely access to Ombudsman services. The program also benefits LTC facility staff by providing training on topics like obligations under state and federal law for mandated reporting of suspected abuse and neglect and the requirement to provide resident-centered care. Providing information and consultation to facility staff and other individuals on questions or concerns that may not rise to the level of complaints, prevents issues from turning into larger problems.

The OAA requires local Ombudsman entities and their employees and volunteers to:

- Identify, investigate, and resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions that may adversely affect the health, safety, welfare, or rights of residents;
- Provide services to protect the health, safety, welfare, and rights of residents;
- Ensure that residents in the service area have regular and timely access to services provided through the Ombudsman program and that residents and complainants receive timely responses to requests for information and complaints;
- Represent the interests of residents before governmental agencies; assure that individual residents have access to legal, and other remedies to protect the health, safety, welfare, and rights of residents; and pursue those remedies that the Ombudsman determines to be necessary and consistent with resident interest;
- Review, and if necessary, comment on any existing and proposed laws, regulations, and other governmental policies and actions pertaining to the health, safety, welfare, and rights of residents;
- Promote and provide technical support for the development of, and provide ongoing support as requested by residents and family councils; and
- Carry out other activities that the Ombudsman determines to be appropriate and are consistent with the functions of the State Long-Term Ombudsman Program as authorized by the OAA.

The contractor is the mandatory reporting point for elder and dependent adult abuse that occurs in long-term care facilities. The contractor is responsible for prompt and thorough investigation of these and other long-term care complaints and for working closely with other agencies to ensure an integrated response by a Multi-Disciplinary Team (MDT).

Ombudsman services shall be available to older residents through general investigation of all complaints as well as focused investigation on dependent adult and senior abuse complaints. Additionally, the contractor will provide information and advice workshops, outreach, Advance Health Care Directive witnessing and other casework as mandated by state law to advocate for residents of LTC facilities and their families. The agency will perform other duties as required by the California Department of Aging (CDA), Long Term Care Ombudsman office.

Each long-term facility for older Californians including Skilled Nursing Facility (SNF) and licensed Residential Care Facility for the Elderly (RCFE) in Alameda County will be visited a minimum of once during the contract period. Facilities against which complaints have been filed are to be visited each week for the SNFs and monthly for the RCFE or more depending on quantity or severity of the complaint(s).

#### Program Requirements

- a. Contractor shall provide 24-hour, 7-day a week voice mail intake of complaints, augmented by a 24-hour statewide toll-free Crisis Line.
- b. Contractor shall provide the following Units of Service through the Contractor's administrative offices Monday through Friday, during the annual contract period:
  - i. 4,365 complaints resolved or partially resolved
  - ii. 85% complaint resolution rate
  - iii. 1,000 Information and Assistance contacts provided to facilities staff
  - iv. 1,000 Information and Consultation contacts provided to individuals
  - v. 4 Community education sessions
  - vi. 5 Resident Council sessions
  - vii. 2 family council sessions
  - viii. Maintain a volunteer force of 8 certified LTC Ombudsmen
  - ix. Annual unannounced visits to all skilled nursing facilities shall be provided
    - x. 80% routine access rate to skilled nursing facilities
    - xi. Annual unannounced visits to all licensed RCFEs
    - xii. 80% routine access to all licensed RCFEs
  - xiii. Witness all advanced health care directives/property transfers in skilled nursing facilities and licensed RCFEs
- c. The legislative intent of the LTCOP program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); WIC 9700, 9701(f)]. Contractor will design their service delivery model on this principle.
- d. Contractor shall maintain capacity to handle complaints for up to 1/3 of the 14,665 county beds in skilled nursing and residential care facilities.

- e. Contractor shall attend one (1) National Ombudsman Reporting System (NORS) Part I, II, and III training sessions.
- f. Contractor will submit one (1) NORS Report quarterly, including data on cases opened and closed, as well as other case investigation facts such as types and sites of complaints.
- g. Contractor shall submit program data to AAA on a monthly basis as directed by AAA. Data reporting may be required in an electronic database or via a modified AAA Monthly Service Unit/186 Report Form that captures Ombudsman activities.
- h. Contractor shall have in place an outreach strategy to reach the targeted populations and to inform the community about the agency and services.
- i. Contractor shall hold a monthly in-service meeting to provide support and education for volunteer Ombudsmen. Individual technical assistance shall be available to volunteers continuously on an as-needed basis.
- j. Contractor shall provide one general training to recruit new Ombudsmen. Volunteer Recruitment means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAO Section 712(a)(5)(B)(vii)].
- k. Contractor shall conduct a client satisfaction survey to capture general and outcome-related measures, and provide a yearly memo to the AAA on the findings.
- l. Contractor shall comply with SB 1759 {Chapter 902, Statutes of 2006}, which requires existing and prospective LTCO staff and volunteers to undergo background clearances and be fingerprinted.
- m. Contractor shall not use means-tests for any Title III or Title VII services.
- n. Contractor shall use non-coercive methods to solicit voluntary contributions for Title III and Title VII services. Contractor's donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive services.
- o. Contractor shall not deny services to any Title III or Title VII client who does not contribute toward the cost of the services received.
- p. Contractor shall not implement cost sharing for any Title III and Title VII service until so notified by the AAA.

- q. Contractor shall not require proof of age or citizenship as a condition of receiving services.

D. DELIVERABLES / REPORTS / RESULT BASED ACCOUNTABILITY

Contractors will submit monthly, data reports by the 10<sup>th</sup> calendar day of the month following the end of the month of service. Each program is required to maintain documentation for all program and client information submitted to AAA. Programs must submit Management Information System (MIS) and client data in a manner that conforms to the format required by the AAA, and meets the requirements detailed in Exhibit D of this RFP. Contractor may be required to enter participant and service unit data into GetCare or other software or web-based applications.

ACSSA has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow the Agency to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The RBA framework establishes a partnership between the service provider and ACSSA. Contractors will work with their program specialist to establish performance measures and target goals. Sample performance measures and proposed target goals are described below.

1. How much was done?
  - a. Performance Measure:  
Number of Units of Service for each activity
  - b. Target goal:  
Contractor will meet 95% of its required Units of Service (hours).
2. How well was it done?
  - a. Performance measure:  
% of older adults that received Ombudsman service(s) who report satisfaction with the quality of service(s) provided; the data gathered relates to satisfaction, timeliness, accessibility, accuracy, responsiveness, etc.
  - b. Target goal:  
80% of clients that receive Ombudsman service(s) are satisfied with the responsiveness of the service.

- c. Is anyone better off?
- d. Performance measure:  
  
% of older adults that received Ombudsman Program service(s) whose complaints were satisfactorily resolved
- e. Target goal:  
  
A minimum of 80% of older adults that received Ombudsman Program service(s) report satisfaction with the resolution of their complaint.

E. NETWORKING/BIDDERS CONFERENCES

- 1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will be conducted online via Microsoft Teams. Bidders can participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) by clicking on the meeting links provided in the Calendar of Events. Please RSVP your attendance to [jovillaf@acgov.org](mailto:jovillaf@acgov.org).
- 2. To participate via phone for audio access only, a call-in option is available.
- 3. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
- 4. Networking/Bidders conferences will be held to:
  - a. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
  - b. Provide the County with an opportunity to receive feedback regarding the project and RFP.
- 5. Potential bidders are strongly encouraged to attend Networking/Bidders Conference(s) to further facilitate subcontracting relationships. Vendors who attend a Networking/Bidders Conference will be added to the Vendor Bid List. Failure to participate in a Networking/Bidders Conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a Networking/Bidders Conference is highly recommended, but is not mandatory.
- 6. The list of Bidders Conference attendees will be released in a separate document.

7. Questions will be addressed in an RFP Question and Answer (Q&A) Addendum document following the Networking/Bidders conference(s). Should there be a need to amend or revise the RFP, an addendum will be issued following the Networking/Bidders Conferences.
8. In case of conflict between any verbal statements and the written procurement documents, including the RFP and/or Addenda, the written documents will supersede.

## II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

### F. EVALUATION CRITERIA/SELECTION COMMITTEE

0. **Initial Evaluation (Completeness of Response, Debarment and Suspension, and Minimum Years of Experience Required).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A: Completeness of Response), which are determined on a pass/fail basis.
1. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience related to the Ombudsman Program that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.
2. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.
3. **Price Discrepancy.** In the case of a discrepancy between the price quoted and the actual cost, the price quoted will be used for evaluation purposes.
4. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
5. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below, with the exception of Reference Checks. Scores for all Evaluation Criteria (see the section below) will

then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The preliminary score will be based on the total points, with the exception of points allocated to References.

6. **Shortlist Process.** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stages of the optional vendor interview and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references and optional vendor interview. The Bidders receiving the highest preliminary scores with at least 200 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
7. **Reference Checks.** Bidders are to provide a list of five (5) references. Reference points will be given based on our ability to contact three (3) of the five (5) references. References should be able to address and describe their knowledge of your organization's ability to provide the services listed in the RFP. Services or goods provided by Bidder to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

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

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

The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request.

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

. Without Vendor Interview. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the references score added will be the final score.

10. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the County of Alameda Social Services Agency Contracts Office only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
11. **Determining Award.** As a result of this RFP, the County intends to award contracts to the highest-ranked bidders, as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the greatest value to the County. The County may award contracts of higher qualitative competence over the lowest priced responses.
12. The zero (0) to five (5) point scale range is defined as follows:

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

13. The Evaluation Criteria and their respective weights are as follows:

|           | <b>Evaluation Criteria</b>   | <b>Weight Points</b> |
|-----------|--|----------------------|
| <b>A.</b> | <p><b>Completeness of Response:</b><br/>Responses to this RFP must be complete. Responses that do not include the requirements identified within this RFP, Q&amp;A, and all Addenda or do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and receive no further consideration. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and rated as a Fail.</p> | Pass/Fail            |
| <b>B.</b> | <p><b>Debarment and Suspension:</b><br/>Bidders, its principal, and named subcontractors are not identified on the list of federally debarred, suspended, or other excluded parties located at <a href="https://sam.gov/content/home">https://sam.gov/content/home</a>.</p>  | Pass/Fail            |
| <b>C.</b> | <p><b>Minimum Years of Experience Required:</b><br/>Does your agency have the required minimum three (3) years of experience providing Ombudsman Program?</p>  | Pass/Fail            |

|           |   |                                |
|-----------|---|--------------------------------|
| <b>D.</b> | <p><b>MISSION, EXPERIENCE AND COMMUNITY</b></p> <p><b>(Maximum four (4) pages)</b></p> <ol style="list-style-type: none"> <li>1. Describe your organization’s mission, purpose, and history. How do LTCOP services align with your organization and your long-term goals? (4 points)</li> <li>2. Describe your organization’s experience providing community-based services to older adults in Alameda County, specifically identifying, investigating, and resolving complaints made by or on behalf of residents of LTC facilities. Include data on the number of individuals served, target populations (e.g., low-income, LEP, ethnic minorities), and geographic areas covered. (10 points)</li> <li>3. Discuss the common health, safety, welfare, and rights needs/concerns of older adults in LTC facilities in Alameda County, particularly those with the greatest social and/or economic need. Reference any relevant statistics, demographic information, reporting, etc. and describe how this informs your work. (6 points)</li> <li>4. Describe the organization’s efforts to coordinate with local and regional services to integrate the service delivery system in Alameda County. How will you leverage partnerships to enhance LTCOP reach and effectiveness? Provide examples of past collaborations. (10 points)</li> <li>5. How will your agency utilize volunteers to support LTCOP? Describe the roles volunteers will play and your plans for training, supervision, and recognition of volunteers. Provide a comprehensive, detailed description of your recruitment plan, including your history of success building out a volunteer force, to ensure your team is able to adequately address the needs of the county. (10 points)</li> </ol> |                                |
|           | <b>Section D Subtotal</b>   | <b>40<br/>Total<br/>Points</b> |
| <b>E.</b> | <p><b>PROGRAM DELIVERY:</b></p> <p><b>(Maximum six (6) pages)</b></p> <ol style="list-style-type: none"> <li>1. Using the following format, please describe in detail the service activities and units of service that you will provide (refer to scope of work). Please provide a narrative description of how you will provide the Ombudsman services. (10 points)</li> </ol>   |                                |

|  |   |                                |
|--|---|--------------------------------|
|  | <p>2. The OAA requires that services be targeted to low income, functionally impaired and minority individuals. Please tell us how you plan to ensure people in targeted groups will be engaged in services at levels at least as high as the percentages shown earlier in this RFP. (4 points)</p> <p>3. Discuss the outreach/public information methods the organization intends to employ to generate broad public awareness of the program, build connections with other older adult services, and build trust directly with the older adult participation so that they will use the program when they have complaints. (10 points)</p> <p>4. Please describe the qualifications and responsibilities of all staff directly responsible for delivery of programming services. Include any bi-lingual capabilities that will enhance outreach to target populations. (6 points)</p> <p>5. Federal regulations mandate that people receiving services be given the opportunity to freely contribute to the cost of service. At the same time, these participants must not be subjected to any kind of test to determine their ability to contribute. Please describe your plan to provide participants with a voluntary opportunity to contribute, including how privacy is ensured, what procedures are used to account for and safeguard funds. (4 points)</p> <p>6. How will your agency evaluate the services you propose to provide. Include any procedures you have developed to track measurable outcomes and improve services. How will you ensure that caregivers, seniors and community participants are involved in the planning and evaluation of your services? (6 points)</p> |                                |
|  | <b>Section E Subtotal</b>   | <b>40<br/>Total<br/>Points</b> |

| <b>F.</b>                 | <p><b>ADMINISTRATIVE &amp; FISCAL QUALIFICATIONS:<br/>(Maximum four (4) pages)</b></p> <p>1. Provide a staffing plan using the format below. Include job titles, total agency full-time equivalent (FTE) percentage, and the percentage of time allocated to this program. Ensure staffing allocations align with personnel costs in the submitted budget. (4 points)</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <tr> <th colspan="2" style="padding: 5px;"><b>Staff Summary</b></th> <th style="padding: 5px;"><b>Form</b></th> </tr> <tr> <td style="padding: 5px;"><b>Job Title/Position</b></td> <td style="padding: 5px;"><b>Total Agency % FTE</b></td> <td style="padding: 5px;"><b>% FTE for this program</b></td> </tr> </table> <p>2. Submit a three-year history of your agency’s total revenue and total expenses using the format below. Include a narrative explaining any significant fluctuations in income or expenses and provide an explanation for any deficits. (2 points)</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 30%;"></td> <td style="width: 15%;"><b>2022-2023</b></td> <td style="width: 15%;"><b>2023-2024</b></td> <td style="width: 15%;"><b>2024-2025</b></td> </tr> <tr> <td>Revenue</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Expense</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Over/Under</td> <td></td> <td></td> <td></td> </tr> </table> <p>3. Using the instructions provided in Exhibit B and the template provided in Exhibit B-1, submit a detailed line-item budget for this program. Include a narrative describing your approach to delivering services in the most cost-effective manner. (4 points)</p> <p>4. Describe your organization’s current accounting system, including:</p> <ul style="list-style-type: none"> <li>• How and how often receivables and payables are recorded</li> <li>• Payroll processing procedures</li> <li>• Financial statement preparation</li> <li>• Internal and external auditing practices</li> </ul> <p>(2 points)</p> <p>5. Discuss your plan for securing the required 10% non-federal match. Discuss short- and long-term funding needs and goals for sustaining the proposed project. Indicate whether your organization has a current strategic plan addressing these issues. (3 points)</p> <p>6. Describe special attributes of your current or proposed board of directors that will:</p> <ul style="list-style-type: none"> <li>• Enhance outreach and service to your targeted population</li> </ul> | <b>Staff Summary</b>          |                  | <b>Form</b> | <b>Job Title/Position</b> | <b>Total Agency % FTE</b> | <b>% FTE for this program</b> |  | <b>2022-2023</b> | <b>2023-2024</b> | <b>2024-2025</b> | Revenue |  |  |  | Expense |  |  |  | Over/Under |  |  |  |  |
|---------------------------|--|-------------------------------|------------------|-------------|---------------------------|---------------------------|-------------------------------|--|------------------|------------------|------------------|---------|--|--|--|---------|--|--|--|------------|--|--|--|--|
| <b>Staff Summary</b>      |  | <b>Form</b>                   |                  |             |                           |                           |                               |  |                  |                  |                  |         |  |  |  |         |  |  |  |            |  |  |  |  |
| <b>Job Title/Position</b> | <b>Total Agency % FTE</b>  | <b>% FTE for this program</b> |                  |             |                           |                           |                               |  |                  |                  |                  |         |  |  |  |         |  |  |  |            |  |  |  |  |
|                           | <b>2022-2023</b>   | <b>2023-2024</b>              | <b>2024-2025</b> |             |                           |                           |                               |  |                  |                  |                  |         |  |  |  |         |  |  |  |            |  |  |  |  |
| Revenue                   |  |                               |                  |             |                           |                           |                               |  |                  |                  |                  |         |  |  |  |         |  |  |  |            |  |  |  |  |
| Expense                   |  |                               |                  |             |                           |                           |                               |  |                  |                  |                  |         |  |  |  |         |  |  |  |            |  |  |  |  |
| Over/Under                |  |                               |                  |             |                           |                           |                               |  |                  |                  |                  |         |  |  |  |         |  |  |  |            |  |  |  |  |

|  |   |                                 |
|--|---|---------------------------------|
|  | <ul style="list-style-type: none"> <li>• Contribute expertise relevant to the services provided</li> <li>• Support quality assurance efforts</li> <li>• Assume responsibility for developing and implementing strategic plans, including financial stability</li> </ul> <p>(2 points)</p> <p>7. Describe your organization’s physical facilities and equipment that will support adequate service delivery. (1 point)</p> <p>8. Explain your organization’s capacity to provide accurate reporting, client data, and service unit delivery. (1 point)</p> <p>9. Describe your organization’s current plan for continuing services to seniors during catastrophic events (e.g., earthquake, fire). (1 point)</p> |                                 |
|  | <b>Section F Subtotal</b>   | <b>20<br/>Total<br/>points</b>  |
|  | <b>Total</b>  | <b>100<br/>Total<br/>Points</b> |

**G. CONTRACT EVALUATION AND ASSESSMENT**

1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
  
2. The County reserves the right to determine, at its sole discretion, whether:
  - a. Contractor has complied with all terms of this RFP and the contract; and
  - b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
  
3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to re-bid this project

if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

#### H. NOTICE OF INTENT TO AWARD

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

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

- a. The name of the Bidder being recommended for contract award.
  - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful Bidders may be scheduled and provided, upon written request and will be restricted to discussion of the unsuccessful offeror's bid.
    - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
    - b. Debriefing may include review of successful Bidder's proposal with redactions as appropriate.
  3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

#### I. BID PROTEST/APPEALS PROCESS

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

1. Bid protests must be submitted in writing and addressed to the ACSSA Financial Services Director in the letter.
2. The mailing address for submitting a Bid protest is:

Robert Woolley  
1111 Jackson Street, 1st Floor, Suite 103  
Oakland, CA 94607  
Fax: (510) 839-0748  
Email: robert.woolley2@acgov.org

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

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

7. The decision of the ACSSA Financial Services Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA, 94612, Email: [OCCR@acgov.org](mailto:OCCR@acgov.org), unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidders affected by the ACSSA Financial Services Director's decision on the protest, and the protestor has the right to appeal if they feel the ACSSA Financial Services Director's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within seven (7) calendar days following the issuance of the decision by the ACSSA Financial Services Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day.
8. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
  - a. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the Bid or, if applicable, County contracting policies or other laws and regulations.
  - b. The appeal to the OCCR must be limited to the grounds raised in the original protest and the decision by the ACSSA Financial Services Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
  - c. 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.
  - d. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
  - e. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
9. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust

administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

J. TERM/TERMINATION/RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be one year (July 1, 2026 - June 30, 2027) with an option to renew for three additional one-year terms. Funding for the contract is contingent upon availability of state, federal, and local funds.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for an additional one (1) year term at agreed upon prices with all other terms and conditions remaining the same.
3. The County has and reserves the right to suspend, terminate, or abandon the execution of any work, services, and/or providing of goods by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, services, and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
4. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any County fiscal year, for reason of nonappropriation of funds. In such event, the County will give Contractor at least thirty (30) days' written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.

K. PRICING

1. Prices quoted shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFP.

2. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
3. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
5. Taxes and freight charges:
  - a. All prices are to be Free On Board (F.O.B.) destination. Any freight/delivery charges are to be included.
  - b. The price(s) quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.
  - c. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
  - d. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
  - e. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
6. All prices quoted shall be in United States dollars and rounded to the nearest dollar.
7. Price quotes shall include any and all payment incentives available to the County.
8. In the evaluation of cost, if applicable, it will be assumed that the price quoted is correct in the case of a discrepancy, and the Bidder must honor the price quoted.
9. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

10. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

L. AWARD

1. Most Responsive and Responsible Bidder(s)
  - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions
  - b. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
  - c. The committee will recommend award to the Bidder(s) who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Bidder with the lowest price.
2. Federal Contract Provisions: Funds used for payment of contract(s) awarded from this procurement may be from, or subject to reimbursement, by state and/or federal funds. Some of these funding sources require additional contractual obligations. Bidder must agree to federal contracting terms and conditions, that supplement the County's Standard Services Contract General Terms and Conditions which are attached as hereto as Exhibit G, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION. The successful Bidder(s) must meet federal requirements and agree to the terms including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.
3. County Rights
  - a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct

minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the County.

4. Any bid proposals that contain false or misleading information may be disqualified by the County.
  - a. The County reserves the right to award to a single or multiple Contractors.
  - b. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
  - c. The County has the right to decline to award this contract or any part thereof for any reason.
  
5. Procedures
  - a. Board approval is required to award a contract.
  - b. Final contract terms and conditions will be negotiated with the selected Bidder. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
  - c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Bidder may access a copy of the Standard Services Agreement template at:

**Alameda County Standard Services Agreement Template**

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

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

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

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

M. METHOD OF ORDERING

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

N. INVOICING

The ACSSA Finance Department has established a centralized Payments Unit. Please send all invoices and payment questions to [SSAInvoices@acgov.org](mailto:SSAInvoices@acgov.org) and [AAAInvoices@acgov.org](mailto:AAAInvoices@acgov.org). Please also copy your Program Specialist from the AAA on the email.

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

- g. If needed, itemization of any sales tax and delivery/postage charges.
  - h. The PO number provided by the County.
  - i. The total amount owed.
  - j. Remittance instructions/address.
  - k. A cc indication at the bottom of the invoice with names of people who received courtesy copies.
  - l. The CEO or Executive Director must be included in the cc.
  - m. All data as required by your contract.
  - n. Contractor shall invoice the County monthly, due by the 10<sup>th</sup> day of the following month for actual costs incurred.
2. Funding under this contract does not duplicate funding from other sources. Funds received under this contract may be used for leveraging any funds received by the agency from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of the duplicate funding.
  3. Failure to submit required reports can delay the processing of invoices for reimbursement. The amount shown in the contract with Alameda County Social Services Agency is based on the estimated amount at the time the contract was executed. This does not affect the total contract amount that was awarded to your agency. The actual federal expenditure amount, if any, will be available to contractors by October of the following fiscal year and Contractor shall contact the ACSSA Contract Liaison to receive this information.
  4. In order for the County to meet year end closing deadlines, Contractor must submit the May invoice and any prior late invoices by June 10. The June invoice must be submitted by July 10.

O. LIQUIDATED DAMAGES

In the event the Contractor's performance and/or deliverable projects have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable projects are deemed satisfactory.

P. COMMUNICATION REQUIREMENTS

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

Q. ACCOUNT MANAGER / SUPPORT STAFF

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

III. INSTRUCTIONS TO BIDDERS

R. COUNTY CONTACTS

ACSSA Contracts Office is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through ACSSA Contracts Office only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of Bidder.

All questions regarding these specifications, terms, and conditions are to be submitted in writing, preferably via e-mail, **by 5:00 p.m. on April 2, 2026** to:

Alameda County Social Services Agency / Contracts Office  
RFP No. 2026-ACSSA-AAA-OMB  
Ombudsman Program  
Attn: Jose Villaflor

1111 Jackson St., Suite 103  
Oakland, CA 94612  
E-Mail: [jovillaf@acgov.org](mailto:jovillaf@acgov.org)

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

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

## S. SUBMITTAL OF PROPOSALS

1. Document Submittal
  - a. All proposal documents must be SEALED and RECEIVED at the Contracts Office of ACSSA by 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends early submittal; **UNSEALED OR LATE BIDS CANNOT BE ACCEPTED.**
  - b. IF **HAND DELIVERING BIDS**, please email Jose Villaflor ([jovillaf@acgov.org](mailto:jovillaf@acgov.org)) in advance, to make an appointment to drop off your bid.
  - c. **PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.**
  - d. No email or facsimile bids will be considered.
  - e. Bids will be received **ONLY** at the address shown below, and by **2:00 p.m. on the due date** indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered.
  - f. All bids, whether delivered by an employee of Bidder, U.S. Postal Service courier, or package delivery service, must be received at the stated address prior to the time designated. The ACSSA Contracts Office receipt shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.
  - g. Bids are to be addressed and delivered as follows:

Alameda County Social Services Agency / Contracts Office  
RFP No. 2026-ACSSA-AAA-OMB  
Ombudsman Program  
Attn: Jose Villaflor

1111 Jackson St., Suite 103  
Oakland, CA 94612

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

2. Bid Response Preparation and Format
  - a. **Bidders are to submit one (1) original hardcopy bid** (Attachment No. 1 – Bid Response Packet, including additional required documentation), **with original signatures or DocuSign**. All hard copy submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.
  - b. **Bidders must also submit an electronic copy of their proposal**. The electronic copy must be in a single PDF file (PDF with Optical Character Recognition preferred), and shall be an **exact** scanned image of the original hard copy Attachment No. 1 – Bid Response Packet, including additional required documentation. **The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.**
  - c. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS, WITH THE EXCEPTION OF THE BUDGET PAGE(S). BIDDERS SHALL NOT PRODUCE A RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
  - d. The submitted proposal must conform to and include Attachment No. 1 – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Attachment No. 1, as revised and published through Addenda, is not used.**
  - e. For the Bids to be considered complete, the Bidder **must** provide responses to all information requested, and as revised by any Addenda. See Attachment No. 1 – Bid Response Packet (separate file).
  - f. Bid responses are to be straightforward, clear, concise and specific to the information requested in the RFP.
  - g. In whole or in part, Bid responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part

thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County's website at **Alameda County Proprietary and Confidential Information Policies** [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].

3. Submissions Process

- a. All costs required for the preparation and submission of a bid shall be borne by Bidder.
- b. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" will mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
- c. The final award information will be posted on the County's "Contracting Opportunities" website.
- d. The County reserves the right to reject any proposal.
- e. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents
- f. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.

- g. Each bid received, with the name of the Bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

4. Legal Requirements

- a. California Government Code Section 4552: “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
- b. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- c. By submitting a bid proposal, the Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. By submitting a bid proposal, the Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).



# **COUNTY OF ALAMEDA**

## **EXHIBIT A BID RESPONSE PACKET**

**RFP NO. 2026-ACSSA-AAA-OMB  
OMBUDSMAN PROGRAM**

## BIDDER INFORMATION

Official Name of Bidder: \_\_\_\_\_

Proposed Service Category: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

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

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

### Primary Contact Information:

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

## BIDDER ACCEPTANCE

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

8. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

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

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

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

**RFP No. 2026-ACSSA-AAA-OMB  
 OMBUDSMAN PROGRAM  
 REQUIRED DOCUMENTATION AND SUBMITTALS CHECKLIST**

Bidders shall provide all of the documentation and exhibits identified below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the County’s sole discretion. Please verify each item below that it is correctly submitted as per the RFP specifications and check (✓) its corresponding Check Box and sign below.

**Response Format:**

**Check Boxes**

| Item |  | ✓ |
|------|--|---|
| 1.   | One (1) original proposal marked “Original”.   |   |
| 2.   | The “original” bid response must be signed in <b>blue ink</b> with an authorized signature.  |   |
| 3.   | The “original” bid response is to be either loose-leaf or in a three (3)-ring binder, <b>not</b> bound.  |   |
| 4.   | Proposals must be printed on white 8 ½” by 11” paper. The font must be at least 12-point type in “Times New Roman” or equivalent font. <u>Lines shall be single-spaced.</u>  |   |
| 5.   | Table of Contents: Bid responses shall include a table of contents listing the individual sections of the quotation/proposal and their corresponding page numbers. Tabs should separate each of the individual sections. |   |
| 6.   | Bidders must also submit an electronic copy of their proposal. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.  |   |

**Response Package:**

**Check Boxes**

| Item |  | ✓ |
|------|--|---|
| 1.   | Proposal Checklist – <b>signed original in blue ink.</b>                         |   |
| 2.   | Cover Letter: – <b>signed original in blue ink.</b>                              |   |
| 3.   | Bid Form (Exhibit A) with all questions completed as specified                   |   |
| 4.   | Budget form (Exhibit B-1) as specified in Exhibit B                              |   |
| 5.   | Organizational Chart   |   |
| 6.   | If a Non-Profit Agency; Non-profit determination letter (501[c][3])              |   |
| 7.   | If a Non-Profit Agency; Articles of Incorporation                                |   |
| 8.   | If a Non-Profit Agency; Most recent Bylaws                                       |   |
| 9.   | If a Non-Profit Agency; Roster of Board of Directors                             |   |
| 10.  | If a Non-Profit Agency; Copies of minutes of last two Board of Director meetings |   |
| 11.  | If an Adult Day Care provider; copy of current License or status of application  |   |

**Our agency certifies that all above requested information has been completed for RFP No. 2026-ACSSA-AAA-OMB**

Signature: \_\_\_\_\_

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

Agency Name: \_\_\_\_\_

Date: \_\_\_\_\_

RFP No. 2026-ACSSA-AAA-OMB  
OMBUDSMAN PROGRAM

**EXHIBIT A**  
**BID RESPONSE FORM**

**COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. 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 below shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for any contract that is a result of this bid.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

**PLEASE NOTE THE GEOGRAPHIC AREA OF SERVICE AND PERCENTAGE OF TOTAL CLIENTS SERVED IN EACH AREA (IF YOU ARE PROPOSING TO SERVE MULTIPLE AREAS):**

COUNTYWIDE \_\_\_\_%

**PLEASE INCLUDE YOUR PROPOSAL SPECIFICS IN THE FOLLOWING CHART:**

| <b>GEOGRAPHIC AREA<br/>(selected above)</b> | <b># SENIORS<br/>SERVED</b> | <b># UNIT<br/>MEASUREMENTS<br/>PROPOSED</b> | <b>AMOUNT<br/>REQUESTED</b> | <b>TOTAL<br/>PROGRAM<br/>COST</b> |
|---|-----------------------------|---|-----------------------------|-----------------------------------|
| Countywide                                  |                             |   |                             |                                   |

**RFP No. 2026-ACSSA-AAA-OMB  
OMBUDSMAN PROGRAM**

**EXHIBIT A  
BID RESPONSE NARRATIVE**

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Mission, Experience and Community Involvement, Program Delivery, Administrative & Fiscal Qualifications, etc.).

**BID RESPONSE NARRATIVE:** Please respond to the following questions:

**MISSION, EXPERIENCE AND COMMUNITY INVOLVEMENT:**

*(Maximum four (4) pages ; minimum 12 pt. Font)*

1. Describe your organization’s mission, purpose, and history. How do LTCOP services align with your organization and your long-term goals? (4 points)
2. Describe your organization’s experience providing community-based services to older adults in Alameda County, specifically identifying, investigating, and resolving complaints made by or on behalf of residents of LTC facilities. Include data on the number of individuals served, target populations (e.g., low-income, LEP, ethnic minorities), and geographic areas covered. (10 points)
3. Discuss the common health, safety, welfare, and rights needs/concerns of older adults in LTC facilities in Alameda County, particularly those with the greatest social and/or economic need. Reference any relevant statistics, demographic information, reporting, etc. and describe how this informs your work. (6 points)
4. Describe the organization’s efforts to coordinate with local and regional services to integrate the service delivery system in Alameda County. How will you leverage partnerships to enhance LTCOP reach and effectiveness? Provide examples of past collaborations. (10 points)
5. How will your agency utilize volunteers to support the LTCOP? Describe the roles volunteers will play and your plans for training, supervision, and recognition of volunteers. Provide a comprehensive, detailed description of your recruitment plan, including your history of success building out a volunteer force, to ensure your team is able to adequately address the needs of the county. (10 points)

**40 Total Points**

**PROGRAM DELIVERY:**

*(Maximum six (6) pages ; minimum 12 pt. Font)*

1. Using the following format, please describe in detail the service activities and units of that you will provide (refer to scope of work). Please provide a narrative description of how you will provide the Ombudsman services. (10 points)
2. The Older Americans Act requires that services be targeted to low income, functionally impaired and minority individuals. Please tell us how you plan to ensure people in targeted groups will be engaged in services at levels at least as high as the percentages shown earlier in this RFP. (4 points)
3. Discuss the outreach/public information methods the organization intends to employ to generate broad public awareness of the program, build connections with other older adult services, and build trust directly with the older adult participation so that they will use the program when they have complaints. (10 points)
4. Please describe the qualifications and responsibilities of all staff directly responsible for delivery of programming services. Include any bi-lingual capabilities that will enhance outreach to target populations. (6 points)
5. Federal regulations mandate that people receiving services be given the opportunity to freely contribute to the cost of service. At the same time, these participants must not be subjected to any kind of test to determine their ability to contribute. Please describe your plan to provide participants with a voluntary opportunity to contribute, including how privacy is ensured, what procedures are used to account for and safeguard funds. (4 points)
6. How will your agency evaluate the services you propose to provide. Include any procedures you have developed to track measurable outcomes and improve services. How will you ensure that caregivers, seniors and community participants are involved in the planning and evaluation of your services? (6 points)

**40 Total Points**

**ADMINISTRATIVE & FISCAL QUALIFICATIONS :**

(Maximum four (4) pages ; minimum 12 pt. Font)

1. Provide a staffing plan using the format below. Include job titles, total agency FTE percentage, and the percentage of time allocated to this program. Ensure staffing allocations align with personnel costs in the submitted budget. (4 points)

| <b>Staff Summary Form</b> |                           |                               |
|---------------------------|---------------------------|-------------------------------|
| <b>Job Title/Position</b> | <b>Total Agency % FTE</b> | <b>% FTE for this program</b> |
|                           |                           |                               |
|                           |                           |                               |

2. Submit a three-year history of your agency’s total revenue and total expenses using the format below. Include a narrative explaining any significant fluctuations in income or expenses and provide an explanation for any deficits. (2 points)

|            | <b>2022-2023</b> | <b>2023-2024</b> | <b>2024-2025</b> |
|------------|------------------|------------------|------------------|
| Revenue    |                  |                  |                  |
| Expense    |                  |                  |                  |
| Over/Under |                  |                  |                  |

3. Using the instructions and template provided in Exhibit B and Exhibit B-1, submit a detailed line-item budget for this program. Include a narrative describing your approach to delivering services in the most cost-effective manner. (4 points)

4. Describe your organization’s current accounting system, including:
  - How and how often receivables and payables are recorded
  - Payroll processing procedures
  - Financial statement preparation
  - Internal and external auditing practices

(2 points)

5. Explain your plan for securing the required 10% non-federal match. Discuss short- and long-term funding needs and goals for sustaining the proposed project. Indicate whether your organization has a current strategic plan addressing these issues. (3 points)

6. Describe special attributes of your current or proposed board of directors that will:

- Enhance outreach and service to your targeted population
- Contribute expertise relevant to the services provided
- Support quality assurance efforts
- Assume responsibility for developing and implementing strategic plans, including financial stability

(2 points)

7. Describe your organization's physical facilities and equipment that will support adequate service delivery. (1 point)
8. Explain your organization's capacity to provide accurate reporting, client data, and service unit delivery. (1 point)
9. Describe your organization's current plan for continuing services to seniors during catastrophic events (e.g., earthquake, fire). (1 point)

**20 Total Points**

**RFP No. 2026-ACSSA- WBA- OMB  
OMBUDSMAN PROGRAM**

**EXHIBIT B  
BUDGET INSTRUCTIONS**

Applicants must complete a detailed Line-Item Budget using the format provided in Exhibit C that includes **ALL** projected revenues and operating costs for the proposed program or project.

OAA programs are required to provide a minimum 10% match, through cash and/or in-kind, of the total budget. Client Donations cannot be used to satisfy the minimum match requirement.

**BUDGET COMPLETION INSTRUCTIONS**

**General:**

1. Prepare the budget as a realistic spending plan. Use prior-year expenditure history when available to develop accurate estimates.
2. Typed submissions or exact computer-generated versions of the budget template are acceptable.
3. Round all figures to the nearest dollar.
4. Audit costs are not AAA reimbursable for programs expending less than \$1,000,000 in federal funds.

**Budget:**

**1. Complete Section I – Salaries and Employee Benefit**

- List each staff position funded under the contract (e.g., Program Manager, Case Manager).
- Enter the total annual salary for each position.
- Enter the portion (percentage or amount) charged to this contract.
- Complete the Employee Benefits line using your organization's benefit rate.
- Total all positions and benefits to calculate the **Total Salary/Benefit Budget**.

**2. Complete Section 2 – Services and Supplies**

- Enter estimated costs for each expense category listed (e.g., office supplies, travel, printing, insurance).
- Only include costs necessary and reasonable for the program.
- Enter the portion charged to this contract.
- Add all expenses to calculate the **Total Services and Supplies Budget**.

**3. Complete Section 3 – Revenue**

- List all sources of revenue supporting this program (e.g., federal, state, county, participant contributions).

- Enter the amount expected from each source.
- Ensure the revenue totals, match the total program costs.

#### **4. Confirm the Budget Balances**

- Total Budget (Section I + Section II) must equal the **Grand Total Revenue** in Section III.
- Check all calculations for accuracy.

#### **5. Provide Justification (if required)**

- Be prepared to submit a budget narrative explaining how each cost was calculated.
- Ensure amounts follow allowable cost rules under your funding source.

**RFP No. 2026-ACSSA-AAA-OMB  
OMBUDSMAN PROGRAM**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit C – Insurance Requirements.

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

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

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

| TYPE OF INSURANCE COVERAGES |  | MINIMUM LIMITS  |
|-----------------------------|--|---|
| <b>A</b>                    | <b>Commercial General Liability</b><br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability   | \$1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage             |
| <b>B</b>                    | <b>Commercial or Business Automobile Liability</b><br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| <b>C</b>                    | <b>Workers' Compensation (WC) and Employers Liability (EL)</b><br>Required for all contractors with employees  | WC: Statutory Limits<br>EL: \$100,000 per accident for bodily injury or disease   |
| <b>D</b>                    | <b>Professional Liability/Errors &amp; Omissions</b><br>Includes endorsements of contractual liability   | \$1,000,000 per occurrence<br>\$2,000,000 aggregate                               |
| <b>E</b>                    | <p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PROFESSIONAL LIABILITY, PERSONAL AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- <b>Alameda County Social Services/Contracts Office, 1111 Jackson Street, 1<sup>st</sup> Floor, Oakland, CA 94607</b><br/><b>Attn: Insurance Unit</b></li> <li>- With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)</li> </ul> </li> </ol> |   |

**RFP No. 2026-ACSSA-AAA-OMB  
OMBUDSMAN PROGRAM**

**EXHIBIT D  
DATA REPORTING REQUIREMENTS**

**MANAGEMENT INFORMATION SYSTEMS (MIS) AND OTHER REPORTING REQUIREMENTS**

The OAA calls for annual performance reporting by the Administration on Aging (AoA). In the 1992 reauthorization of the OAA, the AoA was directed by Congress to develop refined reporting procedures for use by Area Agencies on Aging. AoA undertook the development of the National Aging Program Information System (NAPIS).

NAPIS requires that data from Management Information Systems (MIS) is collected by the AAA and must be submitted by the contractor on a monthly basis. All contractors are required to submit a monthly report of client and service unit activity, in a format prescribed by the AAA, by the 10th working day following the month of service.

Registered Service Category: Registered Services require Client Level Reporting, in addition to service units. Programs delivering Registered Services are required to enter MIS and Client Demographic data into the GetCare database by the 10th working day following the month of service.

Each program is required to maintain documentation for all program and client information submitted to the AAA and to have this documentation available for review during the annual onsite monitoring visit. Programs are expected to make every effort to submit MIS and Client data in a manner that conforms to the format required by the AAA.

All contractors shall maintain accountability of all statistical and financial data in order to document and assure the accuracy of the data presented in the required program and financial reports.

All contractors shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

**RFP No. 2026-ACSSA-AAA-OMB  
OMBUDSMAN PROGRAM**

**EXHIBIT E  
EMERGENCY PREPAREDNESS**

**The Emergency Preparedness Responsibility of AAA**

It is the responsibility of all AAA contractors to prepare a written Emergency Operations Plan that can be activated in an emergency. The plan shall include assurances that the following preparations have been made.

**A. FACILITY PREPARATION**

1. Prepare all furniture, appliances and other free-standing objects so that they are adequately secured.
2. Move heavy items to lower shelves in closets and cabinets.
3. Check cabinet doors to be sure they can be closed securely.
4. Remove or isolate flammable materials.
5. Clearly mark gas and water shut-off valves and post legible instructions on how to shut off each one.
6. Maintain a conveniently located set of tools (including pipe and crescent wrenches) to facilitate prompt shut-off.
7. Place evacuation plan for facility in a position readily accessible to the public.
8. Indicate the location at each site where the following items, in working condition, can be found.
  - a. Portable radio and spare parts
  - b. First Aid supplies
  - c. Flashlights and spare batteries
  - d. Wrenches and other tools
  - e. Fire extinguishers

**B. ASSIGNMENTS**

1. Specific assignments should be given to staff for which they are responsible during an emergency. Recommended assignments would be provisions to check on program participants after a disaster, if feasible, and a contingency plan to continue program services.
2. Conduct an inventory of staff skills and of equipment to be used in a disaster response.

### **C. TRAINING PROVISIONS**

1. Training for all staff, volunteers and participants in the agency's Emergency Operations Plan.
2. Provisions to train staff and volunteers in First Aid and CPR.
3. Training for Earthquake Preparedness shall include:
  - a. Two documented earthquake drills per year
  - b. Procedures to assemble staff if no phones are working
  - c. Probability that no transportation, utilities (including telephone) or emergency services will be available for an undetermined time after a major quake
  - d. The importance of cooperating with public officials
  - e. How to inspect facilities for damage, water and gas leaks
  - f. How to check for injuries
  - g. Warning of the danger of cooking inside buildings
  - h. The probability of aftershocks
  - i. Tuning into a portable radio

### **D. FIRE SAFETY PROVISIONS**

1. Fire extinguishers on site are checked and tagged once a year
2. Two documented fire drills per year for clients and staff
3. Paths of travel free from obstruction
4. Exists clearly marked

### **E. OTHER RECOMMENDATIONS**

1. It is recommended that agencies store sufficient water for participants and staff likely to be detained at the site for up to 72 hours or have plans to access water for 72 hours as needed.
2. It is recommended that agencies maintain a supply of nutritious snacks and/or other food in vermin-proof storage to support participants and staff are likely to be detained for up to 72 hours.
3. It is recommended that agencies make provisions to check on program participants after a disaster.

**RFP No. 2026-ACSSA-AAA-OMB  
 OMBUDSMAN PROGRAM**

## EXHIBIT F EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

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

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

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

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

\*Print additional pages as necessary

### REFERENCES

**Instructions:** On the following page(s) are the templates that Bidders are to use for providing references. Bidders are to provide a list of five (5) references. References must be satisfactory as deemed solely by County.

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

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

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

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

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

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

**REFERENCES**

**RFP No. 2026-ACSSA-AAA  
OMBUDSMAN PROGRAM**

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

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

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

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

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

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

**\*Use additional pages as necessary**

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

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

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

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

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

|   |
|---|
| <p><b>BIDDER (COMPANY):</b> _____</p> <p><b>NAME/TITLE OF AUTHORIZED SIGNER:</b> _____</p> <p><b>SIGNATURE:</b> _____      <b>DATE:</b> _____</p> |
|---|

## EXHIBIT G

### ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

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

#### I. General Provisions

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

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in,

or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

- D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance,

Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

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

1. **Clean Air Act** (42 U.S.C. 7401–7671q).
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).
  - a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

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

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters.
  3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
- G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
- H. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
- I. **Procurement of recovered materials.**
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
    - b. Meeting Contract performance requirements; or
    - c. At a reasonable price.
  2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**J. Access to Records.**

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

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

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

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

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

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

- P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- Q. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section shall be included in all subawards

including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
  - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- b. By necessary implication and regulation, the prohibitions also do not apply to:

- (1) Covered telecommunications equipment or services that:

- (a) Are *not used* as a substantial or essential component of any system; and

- (b) Are *not used* as critical technology of any system.

- (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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

- (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about

mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

T. **License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

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

A. Davis-Bacon Act

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

B. Copeland “Anti-Kickback” Act

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**EXHIBIT G-1**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements  
CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME / TITLE

\_\_\_\_\_