



# COUNTY OF ALAMEDA

REQUEST FOR QUOTATION No. ACPHD - HPCP – 1003 **ADDENDUM No. 1**

(1) for  
**HEALTH PROMOTION AND OUTREACH – MATERIALS**

For complete information regarding this project, see Request for Quotation (RFQ) posted at:  
“Contracting Opportunities” or contact the County representative listed below.

Thank you for your interest!

Contact Person: Carmen Smeester

Phone Number: 510.267.8000

E-mail Address: [PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org)

**RESPONSE DUE**

by

**2:00 PM (PST)**

on

**April 20, 2023**

through

**Alameda County Public Health Department  
Health Promotions Community Partnerships  
ACPHD Capacity Building Portal**

(a) Email: [PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org)



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## 2. CALENDAR OF EVENTS

(a) REQUEST FOR QUOTATION No. ACPHD-  
HPCP-1003 HEALTH PROMOTION AND OUTREACH -  
MATERIALS

EVENT	DATE/LOCATION
Request Issued	March 2, 2023
Networking/Bidders Conference No. 1	<p><b>March 14, 2023</b> <b>10:00 AM (PST)</b> Zoom Join on your computer, mobile app or room device Click here to join the meeting <a href="#">Zoom Meeting Link</a> <b>Meeting ID:</b> 951 694 2407 <b>Passcode:</b> 022574 Download Teams   Join on the web Or call in (audio only) 1+636 651 3128 USA 877 411 9748 USA (toll free) Phone Conference ID: 657145 Find a local number   Reset PIN</p>
Networking/Bidders Conference No. 2	<p><b>March 15, 2023</b> <b>2:00 PM (PST)</b> Zoom Join on your computer, mobile app or room device Click here to join the meeting <a href="#">Zoom Meeting Link</a> <b>Meeting ID:</b> 951 694 2407 <b>Passcode:</b> 022574 Download Teams   Join on the web Or call in (audio only) 1+636 651 3128 USA 877 411 9748 USA (toll free) Phone Conference ID: 657145 Find a local number   Reset PIN</p>

Specifications, Terms & Conditions  
for Health Promotions Community Partnerships – Outreach Materials

<b>Networking/Bidders Conference No. 3</b>	<b>March 29, 2023</b> <b>2:00 PM (PST)</b> Zoom Join on your computer, mobile app or room device Click here to join the meeting <a href="#">Zoom Meeting Link</a> <b>Meeting ID: 951 694 2407</b> <b>Passcode: 022574</b> Download Teams   Join on the web Or call in (audio only)
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Specifications, Terms & Conditions  
for Health Promotions Community Partnerships – Outreach Materials

	<p>1+636 651 3128 USA</p> <p>877 411 9748 USA (toll free) Phone Conference ID: 657145 Find a local number   Reset PIN</p>
Written Questions Due via Email: PHDprocurements@acgov.gov	<p><del>March 16, 2023 by 5:00 PM (PST)</del></p> <p>March 30, 2023 by 5:00 PM (PST)</p>
List of Attendees	<p><del>March 17, 2023</del></p> <p>March 31, 2023</p>
Questions & Answers and Addendum Issued [only if necessary to amend RFQ]	<p><del>March 27, 2023</del></p> <p>April 10, 2023</p>
Bid Response Due date and Submitted through <del>Carmen Smeester</del> <a href="mailto:PHDprocurements@acgov.org">PHDprocurements@acgov.org</a>	<p><del>April 6, 2023 by 2:00 PM (PST)</del></p> <p>April 20, 2023 by 2:00 PM (PST)</p>
Evaluation Period	<p><del>April 6, 2023 – April 20, 2023</del></p> <p>April 20, 2023 – May 1, 2023</p>
Notice of Intent to Award Issued	<p><del>May 15, 2023</del></p> <p>May 22, 2023</p>
Board Consideration Award Date	May 30, 2023
Contract Start Date	July 3, 2023

All dates are subject to change.



## COUNTY OF ALAMEDA

### (b) REQUEST FOR QUOTATION No. ACPHD-HPCP- 1003 SPECIFICATIONS, TERMS & CONDITIONS

for

### HEALTH PROMOTION AND OUTREACH - MATERIALS

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**I. STATEMENT OF WORK**

**A. INTENT**

Effective design, development, and strategic placement of unique and creative outreach materials is critical to the ability to attract the attention of the intended audiences. The materials need to be easy to read and to visually understand while helping to navigate a conversation with the target audiences. The materials need to be designed and developed for unvaccinated communities within the priority populations to achieve vaccine equity within Alameda County. At least two target populations use oral communication and not written language (Mam, Hmong).

Awarded Bidders shall develop, plan, design, produce, or install where necessary outreach materials with diverse and inclusive messaging (flyers, door hangers, brochures, magnets, postcards, billboards, PSA, transportation advertisement, posters, visual non-verbal imagery etc.) The bidder shall collaborate and strategize with the Alameda County Public Health Department (ACPHD) regarding the distinct community areas of focus. The materials shall be translated in different languages. Target areas are East and West Oakland, Ashland Cherryland, Hayward, Newark, and others prioritized areas where vaccine rates are lowest.

Bidders that creatively and strategically address the needs of the priority populations are especially welcomed to address the unvaccinated, partially vaccinated, and those individuals whose vaccinations are not up to date.

Bid responses that address the economic and social recovery needs of communities disproportionately affected by COVID-19 will be prioritized for contract award(s). These are the communities that have historically experienced structural racism and economic disenfranchisement. ACPHD will work with community-based partners to build upon current resiliencies and move toward a post-pandemic recovery that continuously addresses inequities while successfully meeting the demands of future public health emergencies.

Alameda County reserves the right to amend the contract(s) to add funds and extend the term, pending availability and applicability of funds, in accordance with the scope of work described in this RFQ.

The initial source of funding for services provided under this RFQ is federal. Future sources for services provided under this RFQ including subsequent amendments may include other federal, state, local, or private funds. The actual number of awards will be determined by the development of the scope and budget proposed by the bidder(s) and will be negotiated and finalized by the County, in conjunction with the awarded bidder(s) during the contract negotiation period. Actual award amounts may therefore differ from those originally proposed.

in the bidders’ response(s). Renewal of contracts with the awarded bidder(s) is contingent upon meeting performance measures and contract deliverables, as set forth by the County, subject to periodic review, and upon the availability of funding.

**B. SCOPE**

The scope of work encompasses the County’s philosophy of providing community-led, evidence-informed, strategies for meeting complex population needs. Messaging seeks to improve the County’s ability to raise community awareness in response to the impact COVID- 19 and other communicable diseases are having on low-income Alameda County residents and on people of color. This scope of work also aims to support existing and emerging community- based structures ready to respond to post-pandemic needs.

Material Development Plan, Design, Produce, and Install (where necessary) messaging which inform the community.

**1. Materials Development**

Type	Unit No.	Planning	Installation
BART Posters	5 per station	Lake Merritt, Coliseum, Fruitvale, West Oakland, 12 <sup>th</sup> street, 19 <sup>th</sup> street	Bart Stations (Correlating to the priority zip codes)
Bus Stop Posters	30	Determine where the high trafficked areas are within the priority zip codes.	Bus stops that go to the BART stations, libraries, major shopping corridors, major streets (E 14 <sup>th</sup> , 98 <sup>th</sup> International Blvd, foothill, high street, etc. this is not a comprehensive list and open to other suggestions)



Bus Advertisement	250	Determine where are the high trafficked areas within the priority zip codes.	Corridor AC Transits lines
Postcards	1,000	In different languages	Materials will be made available to community-based organizations, community navigators, coalitions, and clinics
PSA	10	In different languages	
Door Hangers	1,000	In different languages	
Flyers	1,000	In different languages	
Brochure	1,000	In different languages	
Magnets	1,000	In different languages	

### C. BACKGROUND

Educational Materials are an essential tool and resource for outreach workers reaching community residents. The materials are used to guide and enhance conversations with residents about COVID-19 vaccines, testing, treatment and other resources and services the Cities, County, and State may offer. It is important for resources to get to the people who most desperately need them.

The COVID-19 pandemic has taken a toll on Alameda County residents. As of February 7, 2023, there have been 376,673 cumulative cases of COVID-19 and 2,162 COVID-related deaths here. Of the total number of deaths 1,332 were people of color. Black/African American, Latino/a/x, and Pacific Islander communities bear disproportionate disease burden, with higher infection and death rates in these groups. Historically, in several neighborhoods in Alameda County where large concentrations of low-income people of color live, residents face significant barriers accessing health and mental health care. These challenges include poverty, overcrowded housing, language barriers, unfamiliarity with or lack of access to modern internet-based technology, long work hours, unfair working conditions, and institutional distrust. Populations in these neighborhoods also have higher rates of other communicable and chronic disease compared to the rest of the County. This pattern has continued during the pandemic, with these same populations and neighborhoods experiencing the highest rates of COVID-19 infection.

Supporting community recovery and strengthening community resilience are top priorities and aligned with Alameda County Public Health Department (ACPHD)’s COVID-19 Mitigation Strategy. ACPHD also prioritizes community partnerships working to improve health and mental health support wellness and address structural factors that stand in the way of health equity. That includes addressing racism, economic disenfranchisement, and other forms of systemic oppression as well as mitigating increases in violence because of these factors. These are cross-cutting themes in ACPHD’s Strategy.

ACPHD seeks bid responses describing innovative strategies to reach Alameda County residents and neighborhoods hardest hit by the COVID-19 pandemic. Bidders are asked to design and strategically

distribute unique and creative printed materials that are easy to read, easy to visually understand, and are culturally competent and linguistically appropriate.

D. BIDDER MINIMUM QUALIFICATIONS

1. Bidder must demonstrate 2 years of cumulative experience of providing culturally competent and linguistically appropriate printed materials working with the prioritized populations and/or communities.
2. Bidder must demonstrate at least two (2) years of cumulative experience of developing and delivering culturally competent and linguistically appropriate printed materials for one or more prioritized populations set forth below:
  - a. Black/African American, Latino/a/x, Native American, Pacific Islander, and Mam communities.
  - b. Residents living in the prioritized zip code areas who identify as Lesbian, Gay, Bisexual, Transgender, Questioning, and Non-Binary.
  - c. Day Laborers.
  - d. Disconnected and/or Transitional Age Youth.
  - e. Formerly incarcerated.
  - f. Households with limited English proficiency.
  - g. Households with low digital access or literacy.
  - h. Survivors of trauma and violence, including intimate partner violence.
  - i. Those experiencing housing insecurity/unsheltered/homeless.
  - j. Undocumented and indigenous immigrants or refugees.
3. Bidders may propose subcontractors in the bid response as part of the proposed scope of services; subcontractors are subject to County approval if the Bidder is awarded a contract.
4. Awarded Bidder(s) shall leverage organizational and community cultural and language capacity to provide the services in this RFQ. To support increased language access, Bidder(s) can utilize the Language Access Linea telephonic translation/interpretation service provided by the County for interpretation and translation needs. Costs for additional translation and interpretation services may be included within the bid response quote.
5. Work with the County to post translated signage into appropriate languages; Awarded Bidder(s) must acknowledge the County on print and web-based materials and adhere to County guidelines on the usage of County logos.
6. Bidder must also possess all permits, licenses, and professional credentials

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necessary to supply products and perform services specified under this RFQ.



including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

E. BIDDERS CONFERENCE(S)

1. Bidder conference(s) shall be held online on the date(s) specified in Calendar of Events. Bidder must participate via a computer with a stable internet connection.
2. Information regarding the RFQ will be presented during the conference(s). To get the best experience, the County recommends bidders who participate remotely use equipment with audio output such as speaker, headsets, or telephone.
3. Bidders Conference(s) will be held to:
  - a. Provide an opportunity for Bidders to request clarification on this RFQ and ask specific questions about the project, goods, and services.
  - b. Provide Bidders an opportunity to view, receive documents, etc., necessary to respond to this RFQ.
  - c. Provide the County with an opportunity to receive feedback related to this RFQ.
4. The Bidders Conference(s) Attendees List will be released in a separate document.
5. Written questions submitted via email by the stated deadline will be addressed in a posted RFQ Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFQ, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Carmen Smeester  
Alameda County Public Health Department  
Administrative Services Division  
Procurement Grants and Contracts Unit  
1100 San Leandro Blvd.  
San Leandro, CA 94577  
E-Mail: [PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org)
7. On-line attendance at the Bidders Conference(s) is highly recommended but not mandatory. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

F. SPECIFIC REQUIREMENTS

1. While contractor(s) are expected to possess necessary language capacity, if needed, contractor(s) can utilize the Language Line Access, a telephonic translation/interpretation service provided by the County for interpretation and translation needs. Costs for additional translation and interpretation services may be included within the bid response quote.
2. Contractor will work with the County to post translated signage into appropriate languages. Contractor(s) must acknowledge the County on print and web-based materials and adhere to County guidelines when using County logos. Use of County logos is optional and should be determined based on the intended audiences and purpose of materials being developed. Contractor(s) is responsible for printing costs (costs may be included within bid response quote).
3. Contractor shall have the cultural and linguistic competency required to successfully serve identified populations and subpopulations. This competency should be reflected at all levels of an organization, including its leadership composition, and staffing patterns. Cultural competency spans not just race/ethnicity and language capacity but should include an understanding of and ability to reflect clients' shared experience, and the unique experiences of community members as they relate to gender and sexual orientation, race, age, exposure to trauma, immigration experience, mental health and physical health status, socioeconomic status, disabilities, and other risk and protective factors.

G. DEBARMENT/SUSPENSION POLICY

1. In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45, CFR 92.35 and Executive Order 12549.
2. The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov); and Contractor are to complete a Debarment and Suspension Certification form, certifying bidder, its principal and their named and unnamed subcontractors are not debarred, suspended, or otherwise excluded by the United States Government.

## **H. DELIVERABLES / REPORTS**

1. On a specified cadence, and periodically as assigned, the awarded Bidder(s) shall directly report on the progress of activities and identified measures. The awarded Bidder(s) may be required to deliver regular progress reports using County-provided templates to reflect achievements and challenges in service delivery for the purpose of ongoing process improvement. Additionally, the awarded Bidder(s) will be required to attend regular meetings with ACPHD staff to discuss progress and activities. In addition, report the number of materials produced for target populations and the number of materials produced in different languages.

## **II. COUNTY PROCEDURES, TERMS, AND CONDITIONS**

### **I. EVALUATION CRITERIA / SELECTION COMMITTEE**

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed by PHD staff to determine if they pass the initial Evaluation Criteria (Sections i.-ii.), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be further 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 goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFQ. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically

high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFQ.

4. Cultural and Linguistical competency will be an evaluation criterion. Translation companies usually follow a six-grade equivalent of language proficiency standard.
5. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
6. **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.
7. **Evaluation Scores.** Proposals will be evaluated and scored initially using the zero to five- point scale within each Evaluation Criteria below. 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.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Final Score.** The final maximum score for any procurement is 100points. Proposals will be ranked by their final scores.
10. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the PHD Procurement Grants and Contracts Unit only. Bidders must neither contact nor lobby CSC 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 RFQ, the County intends to award one (1) contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFQ and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
12. The initial zero to five-point scale range used to screen bids for acceptability is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal.
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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 RFQ.
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 RFQ specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC 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 <del>RFP</del> RFQ 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 <del>RFP</del> RFQ specifications

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

	Evaluation Criteria	Weight
i.	<b>Completeness of Response:</b> Responses to this RFQ must be complete. Responses must address all the requirements identified within this RFQ and all related documents, including any Addenda. Failure to meet the <u>Bidder Minimum Qualifications</u> may also be considered an incomplete response and may result in the disqualification of the Bidder.	Pass/Fail
ii.	<b>Debarment and Suspension:</b> Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at <a href="http://www.sam.gov/SAM">www.sam.gov/SAM</a> .	Pass/Fail

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A.	<p><b>Relevant Experience:</b> Proposals will be evaluated considering the RFQ specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. How well has the Bidder demonstrated a depth of relevant experience developing high-quality culturally competent and linguistically appropriate educational materials intended for communities with long standing health inequities?</li> <li>2. How well has the Bidder demonstrated that it understands the needs of the following prioritized populations that were hardest hit by COVID-19 and/or with relatively fewer resources; includes but not limited to Black/African American, Latino/a/x, and Pacific Islander communities?</li> </ol>	25 Points
B.	<p><b>Proposed Services/Approach:</b></p> <ol style="list-style-type: none"> <li>1. How well did the Bidder describe their approach to educational materials development?</li> <li>2. How well does the bidder describe methods and/or strategies for specifically messaging to communities hardest hit by the COVID-19 pandemic?</li> </ol>	40 Points
C.	<p><b>Implementation Plan, Deliverables and Reports:</b></p> <ol style="list-style-type: none"> <li>1. Does the implementation plan; timeline of project goals, measurable outcomes, and benchmarks align with the specifications in this RFQ?</li> <li>2. The extent to which the proposal presents a realistic and feasible timeline to implement proposed deliverables.</li> <li>3. To the extent that the Bidder's performance measures are realistic and reasonable.</li> </ol>	20 Points
D.	<p><b>Budget Justification and Budget Form</b></p> <ol style="list-style-type: none"> <li>1. The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each Bidder's total proposed cost.</li> <li>2. While not reflected in the Cost evaluation points, an evaluation may also be made of the budget and budget narrative: Reasonableness (i.e., does the proposed pricing accurately reflect the Bidder's effort to meet the scope of work and object, specific requirements, and deliverables?); and Realistic (i.e., is the proposed cost appropriate to the nature of the services to be provided?).</li> </ol>	10 Points
E.	<b>References (See Exhibit A – Bid Response Packet)</b>	5 Points

J. CONTRACT EVALUATION AND ASSESSMENT

During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:  
The Contractor has complied with all terms of this RFQ and the contract; and  
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.

If, as a result of such determination, the County concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

K. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFQ response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by Alameda County Public Health Department. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

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

L. BID PROTEST / APPEALS PROCESS

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The

following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

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

Alameda County Public Health Department  
ATTN: Tamarra Brown, Administrative Services Division Director 1100  
San Leandro Blvd., 1st Floor, San Leandro, CA 94577

2. Email: [PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org) Write 'Bid Protests' and include the RFQ reference number in the email Subject line.

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
  - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
  - d. The Alameda County Public Health Department Representatives will send a notification to Bidders if a protest is received.
3. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing. A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.

4. The decision on the bid protest by the Protest Evaluator 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 Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator'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, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
  - a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
  - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
  - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
  - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
  - e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
  - f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.<sup>1</sup>
5. The procedures and time limits set forth in this section are mandatory and are



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.

M. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this RFQ, will be 18 months.
2. By mutual agreement, any contract, which may be awarded pursuant to this RFQ, may be extended for an additional two-years.
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 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 shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or 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 rebid the project if it is determined to be in its best interest to do so.

N. BRAND NAMES AND APPROVED EQUIVALENTS

1. Any references in this RFQ, including Addendum and other documents, to manufacturers' trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified. Bids based on equivalent products must:
  - a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
  - b. Include complete descriptive literature and/or specifications as Portable Document Format (PDF) attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFQ.

2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require the Bidder to provide additional information and/or samples or disqualify the bid response.
3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

O. QUANTITIES

Quantities listed herein are annual estimates based on unvaccinated people in the prioritized zip codes and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

P. PRICING

1. Unit 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 RFQ.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
4. Taxes and freight charges:
  - a. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
  - b. The County is soliciting a unit price and subtotal for type of product and the total price for this project. The price(s) quoted shall be the total cost the County will pay for this project, including all taxes (excluding Sales and Use 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 the County, will be paid by the County unless expressly included and itemized in the bid response.
  - d. Amount paid for the 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.



**for Health Promotions Community Partnerships – Outreach Materials**

- e. Articles sold to the County of Alameda are exempt from certain Federal

excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.

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

Q. AWARD

1. Lowest Responsive and Responsible Bidder(s)
  - a. The award will be made to the lowest responsive and responsible Bidder(s) who meets the requirements of these specifications, terms, and conditions.
  - b. Awards may also be made to the subsequent lowest responsive and responsible Bidder(s) and who will be called in order should the County needs to contract with another Bidder(s).
2. County Rights
  - a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ, 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 shall be made solely at the discretion of the County.
  - b. Any bid responses that contain false or misleading information may be disqualified by the County.
  - c. The County reserves the right to award to a single or multiple Contractors.
  - d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement

goods and/or services being provided.

- e. The County has the right to decline to award this contract or any part thereof for any reason.

3. Procedures

- a. Board approval to award a contract is required.
- b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.

The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in the Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template.

**Alameda County Standard Services Agreement Template**

<https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=vvvBfu>

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFQ and the bid response(s).

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

R. **METHOD OF ORDERING**

- 1. A written Purchase Order (PO) will be issued after an executed contract 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 the 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.

6. Individual order price quotations must be provided upon request per project. They must include, but not be limited to, an identifying (quotation) number, date, requestor name, and phone number, ship-to location, itemization of products and/or services with complete description (including model numbers, fabric and finish grade, description, color, etc.) and price per item and a summary of the total cost for the product, services, shipping, and tax

S. WARRANTY

1. Bidder expressly warrants that all goods and/or services to be furnished pursuant to any contract awarded arising from the response will conform to the descriptions and specifications contained herein, in the submitted response, and in supplier catalogs, product brochures, and other representations, depictions or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and/or services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, or payment by the County. Bidder warrants that all goods and/or work and/or services furnished hereunder shall be guaranteed for a period of one (1) year from the date of acceptance by the County.

T. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
5. Contractor must utilize a standardized invoice format upon request.
6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.

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

U. PERFORMANCE REQUIREMENTS

1. Bidder shall identify and include in response any **functional requirements** needed to keep material production moving forward (i.e., business rules, transaction corrections, adjustments and cancellations, administrative functions, authentication, authorization levels, audit tracking, external interfaces. certification requirements, system technical requirements specifications).
2. Bidder shall identify and include in response a product price list and turnaround time for the products and material production.

V. 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 RFQ and any contract which may arise pursuant to this RFQ.
2. Contractor must also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFQ. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and quickly resolve any issues, including but not limited to order and invoicing problems.
3. Contractor must provide a dedicated, competent account manager who shall be responsible for the County account/contract and receive all orders. Contractor account manager shall be familiar with County requirements and standards and work with the Alameda County Public Health Department Health Promotions Community Partnerships staff 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

W. COUNTY CONTACTS

1. Alameda County Public Health Department Administrative Services Division is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the Alameda County Public Health Department Administrative Services Division only. Communication with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid responses and continue until a contract has been awarded.
3. Contact Information for this RFQ:

Carmen Smeester, Administrative Assistant  
Alameda County Public Health Department Administrative Services Division -  
Procurement, Grants & Contracts  
1100 San Leandro Blvd, 1st Fl.  
San Leandro, CA 94577  
Email: [PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org)  
Phone: (510) 267-8000

4. The GSA “Contracting Opportunities” website will be the official notification posting place of all bid documents related to this RFQ. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFQ. Go to [gsa.org](https://gsa.org) and click on the “[Contracting Opportunities](#)” link to view the posting for this RFQ and other current contracting opportunities.
- X. SUBMITTAL OF BID RESPONSES
1. Document Submittal
    - i. All response documents must be completed, successfully, and submitted online at [PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org) by 2:00 p.m. on the due date specified in the Calendar of Events. Alameda County shall not extend the due date and time. A hardcopy, email (electronic), or facsimile responses will be considered.
    - ii. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if size permits.
    - iii. The submitted Proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
    - iv. In whole or in part, bid responses are NOT to be marked confidential or proprietary. The County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFQ may be subject to public disclosure, even if marked confidential or proprietary. The County shall not be liable in any way for disclosure of any such records. Please refer to the County's General Services website at [Alameda County Proprietary and Confidential Information Policies](#)
    - v. For the responses to be considered complete, the Bidder **must** provide responses to all information requested in the Exhibit A – Bid Response Packet, as revised by any Addenda.
    - vi. Bidders **must** submit pricing on an Excel Spreadsheet – Bid Form(s) in the Submissions Processes
  2. All costs required for the preparation and submission of a response shall be borne by the Bidder.

3. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state's Corporations Code or an equivalent statute.
4. The final award information will be posted on the Alameda County Public Health "Contracting Opportunities" website.
5. The County reserves the right to reject any bid response.
6. All bid responses shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.

Y. LEGAL REQUIREMENTS

1. "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. 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". (California Government Code Section 4552).
2. By submitting a bid response, 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. Such actions may also be considered fraud and subject to criminal prosecution.
3. The Bidder, by submitting a bid response, 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 RFQ and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFQ and contract documents.



4. The Bidder, by submitting a bid response, 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).



## **b) EXHIBIT A BID RESPONSE PACKET**

### **(a) INSTRUCTIONS**

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid proposal must comply with all requirements contained in the RFP RFQ. It is **strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
  - a. The following pages require confirmation, declaration, and /or a signature (✍). There must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the Alameda County [PHDprocuremnts@acgov.org](mailto:PHDprocuremnts@acgov.org) as part of the Bidder's proposal. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
  - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
4. Each page of the Bid Response Packet must be submitted through the with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.
5. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
6. Bidders must quote price(s) as specified in the RFQ, using the form(s) as amended or revised by any Addenda.
7. Any clarifications or exceptions to policies or specifications of this RFP RFQ, including all Addenda and other documents must be submitted in the **Exceptions and Clarifications** form of the Bid Response Packet.

8. Bidders must read all information and follow directions in the [gsa.acgov.org Contracting Opportunities link](https://gsa.acgov.org/Contracting%20Opportunities).
9. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
10. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



# **COUNTY OF ALAMEDA**

## **II. EXHIBITA**

### **BID RESPONSE PACKET**

**A. ~~RFP~~ RFQ No. ACPHD-HPCP-1003**

**HEALTH PROMOTION AND OUTREACH -  
MATERIALS**

(a)

## BIDDER INFORMATION

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

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

☐

Corporation

☐

Joint Venture

☐

Partnership

☐

Limited Liability Partnership

☐

Limited Liability Corporation

☐

Sole Proprietor

☐

Non-Profit / Church

☐

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):	

(b) Primary Contact Information:

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



### (c) REQUIRED DOCUMENTATION AND SUBMITTALS CHECKLIST

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., Letter of Transmittal, Exhibit A – Bid Response Packet, etc.). Items marked “no submission required” are for reference only and do not need to be included in the Bid Response Packet. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet as follows;

- ☐ **1. Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the PROPOSAL and their corresponding page numbers. Tabs should separate each of the individual sections. Maximum Length: 1 single-spaced page
- ☐ **2. Letter of Transmittal:** Bid responses shall include a description of bidder’s capabilities and approach in providing its services to the County and provide a brief synopsis of the highlights of the response and overall benefits of the response to the County. Maximum Length: 1 single-spaced page
- ☐ **3. Bidder Information Sheet** (Review, complete and sign): The proposed Coalition Lead organization must be listed as the Official Bidder Name and must sign each document that requires signatures. Proposed subcontractors must be stated within the bid response but do not have a signatory role in the Exhibits. *Use pages 4-5 of Exhibit A-Bid Response Packet*
- ☐ **4. Bidder Acceptance Sheet:** (Review, complete and sign) Prime Bidder must fill out and submit a signed form. *Use pages 6-7 of Exhibit A-Bid Response Packet*
- ☐ **5. Debarment and Suspension Certification:** (Review, complete and sign) Prime Bidder must fill out and submit a signed form. *Use page 8 of Exhibit A-Bid Response Packet*
- ☐ **6. Bidder Minimum Qualifications** -Maximum Length: 2 single-spaced pages
- ☐ **7. Description of Relevant Experience-** Maximum Length: 2 single-spaced pages
- ☐ **8. Description of Proposed Services-** Maximum Length: 4 single-spaced pages
- ☐ **9. Implementation Plan, Deliverables and Reports-** Maximum Length: 2 single-spaced pages
- ☐ **10. Budget Bid/Form and Budget Narrative-** Bidders may use the budget format in page 14 of Exhibit A-Bid Response Packet or separate Excel Budget format. Maximum Length: 2 single-spaced pages

☐ **11. References-** Bidders are to provide a list of 3 (three) references and must use the form on page 17 of Exhibit A-Bid Response Packet.

☐ **12. Exceptions and Clarification:**

- a. This shall include clarifications, exceptions, and amendments, if any, to the ~~RFP~~ **RFQ** and associated Bid Documents, and shall be submitted with your bid response using the form in page 18 of Exhibit A-Bid Response Packet
- b. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.

**13. Insurance Requirements:** (Review; no submission required)

**14. HIPAA Business Associate Agreement** (Review; no submission required)

**15. Audit Requirements** (Review; no submission required)

**16. Exhibit B Additional Contract Provisions-Federal Provisions** (Review; no submission required)

<sup>2</sup> Federal contract program for small businesses that are at least 51% owned and controlled by women who are U.S. citizens and have women manage day-to-day operations and also make long-term decisions.



(b)

## BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the ~~RFP~~ RFQ Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this ~~RFP~~ RFQ, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - a. **General Requirements**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)
  - b. **Debarment & Suspension Policy**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)
  - c. **Iran Contracting Act (ICA) of 2010**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
  - d. **General Environmental Requirements**  
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this ~~RFP~~ RFQ 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~~ RFQ 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.

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

Name/Title of Authorized Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



**(c) 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 shall also constitute the signature of this Certification.

<b>BIDDER:</b> _____	
<b>PRINCIPAL:</b> _____	<b>TITLE:</b> _____
<b>SIGNATURE:</b>   <b>DATE:</b> _____	

## BIDDER MINIMUM QUALIFICATIONS

**Instructions:** Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the ~~RF~~ **RFQ** documents.

At a minimum, Bidder and/or one or more of their coalition subcontractors must describe the following details:

1. Experience in **ANY** partnership, network, or coalition for **any duration within the last three (3) years** as evidenced by at least one of the following: a grant agreement, memorandum of understanding with another organization, a written report summarizing a body of work, meeting notes, etc.
  - a. **MUST** provide copies of materials to verify stated experience for Bidder Minimum Qualifications **Item 1**. Documents must be clearly identified within bid response packet.
2. Demonstrate at least **two (2) years of cumulative experience** of developing and delivering culturally competent and linguistically educational materials **for at least one of the following populations AND in one or more prioritized neighborhoods in Alameda County:**
  - a. Black, African American, Latino/a/x, Native American, and Pacific Islander communities.
  - b. Residents living in the prioritized zip code areas who identify as Lesbian, Gay, Bisexual, Transgender, Queer, and Non-Binary.
  - c. Day Laborers.
  - d. Disconnected and/or Transitional Age Youth.
  - e. Formerly incarcerated.
  - f. Households with limited English proficiency.
  - g. Households with low digital access or literacy.
  - h. Survivors of trauma and violence, including intimate partner violence.
  - i. Those experiencing housing insecurity/unsheltered/homeless.
  - j. Undocumented and indigenous immigrants or refugees.

Zip	Neighborhood
94541	Hayward
94544	Hayward
94545	Hayward
94560	Newark
94577	San Leandro
94578	San Leandro
94580	San Lorenzo/Hayward/Ashland
94601	West Oakland
94603	West Oakland
94605	Oakland
94606	Oakland (East Peralta)
94607	Oakland (Prescott)
94621	Oakland

3. Must possess all permits, licenses, and professional credentials necessary to perform services specified under this ~~RF~~ RFQ Unless noted otherwise in the ~~RF~~ RFQ for example the item(s) stated above, including any Addendum or published Questions and Answers, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

**Maximum Length: 2 single-spaced pages** (*copies of materials to verify partnership, network, or coalition experience and this instruction page do not count toward page limit*)

## DESCRIPTION OF RELEVANT EXPERIENCE

**Instructions:** Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Service* must describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in Section C (Scope) and Section E. (Specific Requirements).

At a minimum, the Bidder must include the following details:

1. Relevant experience to deliver the services requested in the Scope and Specific Requirements sections of this ~~RF~~ RFQ. Include, example(s) of past work that demonstrates the desired relevant experience.
2. Describe your approaches to creative material development and translation services please include the following such as:
  - a. Providing culturally competent and linguistically appropriate services
  - b. Creatively and strategically linking priority populations to messaging
  - c. Ability to provide high quality messaging which is culturally and linguistically competent
  - d. Ability to use self-determination, social justice approaches to messaging (in contrast to pathologizing language, stigmatizing)
  - e. Client-centered approaches e.g., understands the need to deliver vaccination in communities, and to improve community awareness.
3. Describe methods and/or strategies that will address barriers to posting materials along and/or in priority zip code areas faced by communities hardest hit by COVID-19 and/or with relatively fewer resources
4. Any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the Exceptions and Clarification form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

## IMPLEMENTATION PLAN, DELIVERABLES AND REPORTS

**Instructions:** Bidder is to provide an **Implementation Plan, Deliverables and Reports**.

1. Bidder must include an *Implementation Plan* that specifically addresses the following:
  - a. A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services and the key personnel assigned to each.
  - b. Describe capacity to implement services immediately. Bidder should state the earliest timeframe they can perform services. Briefly describe the start-up requirements and the lead-time necessary to begin services as a part of your implementation plan.
2. Describe ability to collect and analyze data describing the intended audiences and audiences reached with the materials developed. This includes, client demographics and experiences, including race/ethnicity, language spoken at home, gender, sexual orientation, age, immigration experience, and socioeconomic status.

**Maximum Length: 2 single-spaced pages** (*this instruction page does not count toward page limit*)

(d)

## BUDGET BID/FORM

**Instructions:** Bidder may use the Budget Form provided below or a separate Excel Bid/Budget Form(s). Alterations and changes are permitted but must clearly show all line items costs.

Bidder should state costs, including staffing, indirect costs for the proposed services, and should subcontractors. **Bidder shall detail proposed costs for the 24-month period of February 1, 2023, to January 31, 2025, for the proposed services in an amount not to exceed \$2,000,000.**

NOTE: Coalition Leads and Members:

1. Coalition Lead must complete a budget for the total cost of the entire coalition including each proposed coalition member/subcontractor for the initial 24-month period of February 1, 2023, to January 31, 2025. Any cost associated with convening and managing the coalition and associated overhead are allowable.
2. Budgets should reflect cost associated with work assigned to all Coalition members.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Budget Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California. Final pricing will be subject to further negotiation and based on agreed scope of services. Bidder's price quotes and proposed services should be developed and submitted according to the conditions in the Scope and Specific Requirements sections of this ~~RFP~~ RFQ.

BUDGET	Proposed Budget for Year 1	Proposed Budget for Year 2	Grand Total
Personnel <i>(include lines for all positions included in the service delivery model)</i>			
Subtotal Salaries			
Staff Benefits @ ( )%			
Subtotal Personnel			
Subcontracts			
Subtotal Subcontracts			
Operating Costs <i>(examples include staff travel; ongoing facility and material expenses; supplies; and all other operating costs associated with the required services)</i>			
Subtotal Operating Costs			
Total Direct Costs:			
Indirect Costs@14.9%			
Indirect Costs up to 14.9% with a Federally approved rate otherwise up to 10%			



(shall not exceed 14.9%)			
<b>Total Proposed Cost</b>			

(e)

## BUDGET NARRATIVE

**Instructions:** Bidder must include a budget description to aid the reader in evaluating the budget.

The *Budget Detail* must provide a breakdown of the cost(s) listed in the *BUDGET/BID FORM*. Bidders may use a budget template of their own choice; however, all costs attributed to the project under the awarded contract MUST be listed and described in the *Budget Detail*.

At a minimum, the Bidder must detail:

1. The work to be performed and all associated costs.
  - a. The work to be performed must clearly match up with work performed in the Description of Proposed Services
  - b. The total cost of the entire coalition including each proposed coalition member/subcontractor. Any cost associated with convening and managing the coalition and associated overhead are allowable.
  - c. Cost associated with work assigned to Coalition members (subcontractors).

**Maximum Length: 2 single-spaced pages** (*this instruction page does not count toward page limit*)

## REFERENCES

**Instructions:** On the following page is the templates that Bidders are to use for providing references. Bidders are to provide a list of 3 (three) 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.

**(a) Bidders are strongly encouraged to notify all references that the County will 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

(f) RFQ No. ACPHD-HPCP-1003  
(a) Health

Promotion and Outreach Materials 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:	

## EXCEPTIONS AND CLARIFICATIONS

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

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

[illegible]

\*Use additional pages as necessary the bid proposal.

## INSURANCE REQUIREMENTS

**Instructions:** Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

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

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

**(g)SEE NEXT PAGE FOR COUNTY OF  
ALAMEDA MINIMUM INSURANCE  
REQUIREMENTS**



## EXHIBIT C

### COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

## **HIPAA BUSINESS ASSOCIATE AGREEMENT**

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

### **I. RECITALS**

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

### **II. STANDARD DEFINITIONS**

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

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

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

### **III. SPECIFIC DEFINITIONS**

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

*Business Associate.* “Business Associate” shall generally have the same meaning as the term “business



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

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

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

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

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

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

*HIPAA Breach.* “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, [use](#), or [Disclosure](#) of [Protected Health Information](#) which compromises the [security](#) or privacy of such information.

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

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

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

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

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

#### **IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESSASSOCIATE**

Business Associate may only use or disclose PHI:

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

if done by Covered Entity;

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

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

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate

shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business

Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

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

## **VI. INDIVIDUAL CONTROL OVER PHI**

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

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

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

## **VII. TERMINATION**

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

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

*Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received

from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business

Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

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

## **VIII. MISCELLANEOUS**

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

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

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

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

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

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

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

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

**(a) CONTRACTOR:**

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

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

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

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

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

## AUDIT REQUIREMENTS

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

### I. AUDIT REQUIREMENTS

#### Funds from Federal Sources:

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

2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program- specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

#### Funds from All Sources:

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

\$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.

Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the



same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

General Requirements for All Audits:

All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).

All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.

The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.

If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

## **II. AUDIT REPORTS**

For Single Audits

Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.

A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

### For Audits other than Single Audits

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

### **III. AUDIT RESOLUTION**

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

### **IV. ADDITIONAL AUDIT WORK**

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



## EXHIBIT B

### ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

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

#### I. General Provisions

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such 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 31U.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 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 \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

- R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section 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 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.

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