

****IMPORTANT NOTICE****

- The format of this RFP has been simplified.
- Only the following page requires a signature:

Attachment No. 1 – Bid Response Packet, Bidder Information and Acceptance page must be signed by Bidder

Please read **Attachment No. 1 – Bid Response Packet** carefully. **INCOMPLETE BIDS WILL BE REJECTED.** Alameda County will not accept submissions or documentation after the Bid response due date.



Lori A. Cox, Agency Director

Social Services Agency- Contracts Office
2000 San Pablo Avenue, 4th floor, Oakland, CA 94612
(510) 267-9440 office
(510) 267-9428 fax
www.alamedasocialservices.org

**COUNTY OF ALAMEDA SOCIAL SERVICES AGENCY (SSA)
REQUEST FOR PROPOSAL (RFP) NO. 16-01 ILP
SPECIFICATIONS, TERMS & CONDITIONS
for
INDEPENDENT LIVING PROGRAM (ILP)**

BIDDERS CONFERENCES

Date	Time	County Location
Tuesday, October 27, 2015	1:00 PM- 4:00 PM	Eden Area Multi-Service Center 24100 Amador Street, 2 nd Floor Hayward, CA 94544 <i>California Poppy Conference Room</i>
Wednesday, October 28, 2015	9:00 AM – 12:00 PM	North County Multi-Service Center 2000 San Pablo Avenue, 2 nd Floor Oakland, CA 94612 <i>Oakland Conference Room</i>

For complete information regarding this project see RFP posted at
https://alamedasocialservices.org/public/departments/agency_administration/finance/funding_opportunities/index.cfm or
http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp

Please contact the County representative listed below if you have any questions;

Contact Person: Alexandra Arroyo

Phone Number: (510) 267-8633

Email address: alarroyo@acgov.org

Thank you for your interest!

PROPOSALS DUE

2:00 PM, Wednesday, December 9, 2015

to

RFP NO. 16-01 ILP c/o Alexandra Arroyo
Alameda County Social Services Agency
Finance Division - Contracts Office
2000 San Pablo Avenue, 4th Floor,
Oakland, CA 94612

Proposals received after this date/time will NOT be accepted.



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL (RFP) No. 16-01 ILP
SPECIFICATIONS, TERMS & CONDITIONS
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INDEPENDENT LIVING PROGRAM (ILP)

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ATTACHMENTS

EXHIBIT A - CBO MASTER CONTRACT
EXHIBIT B - EXCEPTIONS, CLARIFICATIONS, AMENDMENTS – INTENTIONALLY OMITTED
EXHIBIT C – INSURANCE REQUIREMENT
EXHIBIT D - VENDOR BID LIST – INTENTIONALLY OMITTED
EXHIBIT E - ANNUAL QUALITY ASSURANCE REPORT

I. ACRONYM AND TERM GLOSSARY

AB 12	Assembly Bill 12 took effect on January 1, 2012. A provision of the Federal Fostering Connections to Success law permits states to extend Title IV-E assistance to eligible child welfare or probation youth that remain in foster care up to age 21.
Bid	Shall mean the Bidders' response to this Request.
Bidder	Shall mean the specific person or entity responding to this RFP.
Board	Shall refer to the County of Alameda Board of Supervisors.
CBO	Refers to Community Based Organization
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract.
County	When capitalized, shall refer to the County of Alameda.
CDSS	Refers to California Department of Social Services.
CFR	Refers to Code of Federal Regulations.
CSC	Refers to County Selection Committee.
CWW	Child Welfare Workers (CWW) provide services such as adoption placements, child welfare, foster arrangements, and protection of abused or neglected children.
Dependent of the Court	A child who is in a children's shelter or in a licensed foster home because he or she was abused, neglected, or molested.
CFS	Refers to Alameda County Social Services Agency, Children and Family Services Department.
Distance Learning	A method of studying in which lectures are broadcast or classes are conducted by correspondence or over the Internet, without the student's needing to attend a school or college. Also called <i>distance education</i> .
DPO	Deputy Probation Officer (DPO) investigates and supervises adult or juvenile defendants or court wards.
Evidence Based Practices	Strategies, activities, or approaches that have been shown through scientific research and evaluation to be effective at preventing and/or delaying an untoward outcome.
Extended Foster Care	<i>See Non-Minor Dependent</i>
Federal	Refers to United States Federal Government, its departments and/or agencies.
Fictive Kin Caregivers	Godparents, or any extended "family" but not by birth.
F.O.B.	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board).
Foster Care Youth	Is a child who has been removed from the custody of his/her parent(s) or guardian(s) by the juvenile court, and placed in a group home or foster home.
Foster Care	Foster care is a system in which a minor has been placed into a group home or private home of a state-certified caregiver referred to as a foster parent.
FY	A 12-month Fiscal Year, from July 1 through June 30.
HHS	Refers to Health and Human Services.
Inter-Disciplinary Team	A group of diverse people organized to provide guidance and information for foster youth.

Juvenile Justice System	Is the primary system used to address and deal with youth who are caught and convicted of crimes.
Kin Caregivers	People other than parents related to the child, such as grandparents, aunts and uncles, and other relatives caring for children.
Kinship Collaborative	Group that meets with various agencies that work with kin caregivers.
Kin-GAP	The Kinship Guardianship Assistance Payment (Kin-GAP) Program provides a monthly subsidy payment to relatives who assume legal guardianship of a child in the juvenile court dependency system.
Labor Code	Refers to California Labor Code.
Non-Minor Dependent (NMD)	Is a current or former dependent child or ward of the Juvenile Court, who is at least 18, but less than 21 years of age, in a foster care placement under the responsibility of the county social services agency, county probation department, or Indian tribe, and participating in a transitional independent living case plan. Also referred to as Extended Foster Care.
OMB	Refers to the Office of Management and Budget.
Out-of-home Placement	Physically locating a child in any out-of-home setting, including a resource family home, group home, shelter care or a residential facility for temporary treatment or long-term care, and not including placement with the child's birth parent or a parent of a child whose adoption has been finalized.
Performance Measure	Is the process of collecting, analyzing and reporting information regarding the performance of an individual, group, organization, system or component.
Permanency Plan	A mandatory plan that describes how a youth will leave the child welfare system and return safely to family or find a new family setting.
PERU	Refers to SSA Planning, Evaluation and Research Unit.
Probation and Probation Youth	A disposition involving the supervision of a delinquent youth in the community rather than in a secure confinement facility. "Probation" is both the name of the legal status that somewhat limits the youth's freedom, and the name of the local agency providing supervision and other services.
Proposal	Shall mean Bidder response to this RFP.
PO	Refers to Purchase Order.
RBA	Results Based Accountability is a disciplined way of thinking and taking action that can be used to improve the lives of children, youth, families, adults and the community as a whole.
Request for Proposal (RFP)	Shall mean this document, which is the County of Alameda's request for Bidders' proposal to provide the goods and/or services being solicited herein; also referred to herein as RFP.
Response	Shall refer to Bidders' proposal or quotation submitted in reply to RFP.
SLEB	The Small, Local and Emerging Business (SLEB) program is designed to enhance contracting and procurement Opportunities for small, local and emerging businesses within Alameda County by providing up to 10% Bid preferences on eligible contracts, when applicable.

SSA	Refers to Alameda County Social Services Agency.
State	Refers to State of California, its departments and/or agencies.
Termination of Parental Rights	The discontinuance of biological parents' rights that, when court-approved, enables a youth to be adopted. A parent whose rights have been terminated surrenders the right to access any information regarding the child, the right to make decisions about the youth's education or medical treatment, and the right to visit the youth.
Title IV-E	The largest federal funding stream for child welfare activities is Title IV-E of the Social Security Act. It comprises the Foster Care and Adoption Assistance programs, which are open-ended entitlements (the state receives a certain level of reimbursement from the federal government for every eligible claim submitted), and the Chafee Foster Care Independence Program, which is a capped entitlement (the state is entitled to get reimbursed for every single claim it submits to the federal government, up to a certain level, or cap).
Unduplicated Kinship	Children living with birth family or extended kin.
Ward of the Court	A child for whom a guardian has been appointed by a court or who has become directly subject to the authority of that court. <i>Also see Dependent of the Court.</i>

II. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions for Alameda County Social Services Agency (hereafter SSA or County) to seek proposals for the delivery of the Independent Living Program (ILP). ILP shall serve former or current foster care and probation Transition Age Youth (TAY), between the ages of 14 to 21, which shall be referred to as the target population.

The County intends to award a 14-month contract (with option to renew) to the Bidder(s) selected as the most responsible Bidder(s) whose response conforms to the RFP and meets the County's requirements.

SSA invites community based organizations, public or private sector, for-profit and non-profit agencies with experience providing services to the target population to respond to this Request for Proposal (RFP). Additionally, projects serving TAY and with direct linkages to employers, housing providers, and other organizations are also encouraged to respond. Agency collaborations/partnerships are acceptable if appropriate for service delivery.

This RFP will apply for up to three (3) fiscal years, with the resulting initial contract being on a 14-month basis. In anticipation of changes to the ILP and funding levels, this solicitation of proposals will begin on May 1, 2016 to June 30, 2017. SSA may extend any contract entered into as a result of this RFP for up to two (2) additional fiscal years if;

1. County receives adequate additional Federal and State funding to continue program operation;
2. Contractor has demonstrated success by meeting the program's performance benchmarks as described in the ILP contract;
3. County continues to need the services provided; and/or
4. Contractor is willing and able to successfully revise the specific services provided in order to best meet the changing needs of the target population.

Proposals shall form the basis for any subsequent awarded contracts. Staffing levels and operating costs must accurately reflect the Bidder's costs for the program. SSA reserves the right to dissolve a contract if/when Contractor materially alters staff, budgets, deliverables and outcomes any time after the contract award.

This RFP calls for a lead organization or a sole provider organization that will provide programmatic, fiscal, and reporting administration in the defined geographic service regions within Alameda County. Bidder is allowed to have a maximum of two (2) subcontracting agencies per geographic service region. SSA expects the awarded Bidder to provide direct services in addition to monitoring subcontracting agencies via executed Memorandums of Understanding (MOUs).

The total amount of funds for ILP services is \$700,000 per fiscal year (12 months). SSA intends to prorate funding to the awarded Bidder for costs from May 1, 2016 to June 30, 2016. SSA intends to allocate the maximum to either one Bidder or between two Bidders. A Bidder may wish to apply for both geographic service regions by submitting one (1) single proposal.

SSA requires ILP services to be located at Alameda County's ILP office at 675 Hegenberger Road, Oakland and in the Hayward area. Bidder must add office expenses for one or both locations.

Each geographic service region will have a total maximum funding, as follows:

Geographic Service Regions	Defined as:	Annual Maximum Amount
North County	Alameda, Albany, Berkeley, Emeryville, Oakland, Piedmont	\$385,000
South County	Unincorporated areas of Ashland, Castro Valley, Cherryland, San Leandro, San Lorenzo and Cities of Hayward, Fremont, Newark and Union City. (include Livermore, Dublin and Pleasanton)	\$315,000
Total:		\$700,000

SSA will maintain the right to negotiate funding amounts and related services based on the final number of awards to be recommended and within the threshold of funding available for the provision of the ILP program.

B. SCOPE

The scope of work is designed to help TAY build important skills and supports necessary for adulthood when transitioning out of foster care or probation. The services described in this RFP will be provided to individuals between 14 and 21 years of age who are former or current foster care or probation TAY. In addition to the eligibility criteria, ILP services will also serve out-of-county TAY.

In partnership with the SSA, Children and Family Service (CFS) Department and other ILP service providers, ILP services are currently provided in both Oakland and in Hayward. Eligible TAY receive the following ILP services:

- Workshops that emphasize education performance, college readiness, career exploration, financial literacy, securing and maintaining housing, health and wellness, development and nurturance of healthy self-esteem and positive self-image;
- Preparation to transition out of foster care or into Extended Foster Care;
- Field trips related to workshop learning including college tours, TAY related conferences and;
- Case management including referrals to housing, employment, mental health, substance abuse treatment and child care, etc.

With the clear intent of expanding the availability and quality of ILP services for eligible TAY, SSA seeks to enhance its current ILP programming. Eligibility for ILP services will begin at 14 years of age under the new ILP program until the TAY's 21st birthday. ILP services will be tailored to meet the developmental needs of three sub-groups: ages 14-15, 16-17, and 18-20 years old.

ILP services will emphasize the importance of the following areas;

1. Education Support and Achievement;
2. Employment Readiness and Career Development;
3. Stable and Affordable Housing; and
4. Health and Wellness, including Permanency Support and Planning

There will be three (3) service modalities to the provision of the ILP program in Alameda County. SSA requires the awarded Contractor to integrate Youth Development and Youth Leadership practices in all three service modalities, as follows:

1. Recruitment, Engagement and Retention Services: an innovative approach to maintaining a robust program that includes involvement of TAY and their caregivers capitalizing on all forms of communication.
2. Case Management: one on one comprehensive case management that builds upon relationship building, self-advocacy and self-efficacy aimed to support TAY in establishing permanent supportive connections before or at the time of transitioning out of foster care or probation.
3. Workshops: utilizing evidence based curriculums that are designed to accommodate a variety of learning styles such as visual, auditory, linguistic and kinesthetic styles. Workshop topics include, achieve independent living skills in financial planning and budgeting; locating and maintaining stable housing, educational planning and achievement; employment attainment and career exploration.

SSA requires demonstrated experience and success delivering relevant services to a diverse TAY population, including but not limited to:

- African American, Latino and Asian;
- Commercially Sexually Exploited Children (CSEC);
- Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ); and/or
- Pregnant and/or Parenting TAY.

SSA requires close collaboration with other ILP service providers including, but not limited to, Youth Advocate Program (YAP), youth employment agencies, Fred Finch Transitions Program, Beyond Emancipation (BE), Transitional Housing Program (THP) service providers, Foster Youth Alliance (FYA), Child Welfare Workers (CWW) and Deputy Probation Officers (DPO).

It is the expectation of SSA that there will be no disruption of client ILP services with the beginning of the program. An SSA Program Manager will work closely with the Contractor to provide direction and oversight of the ILP as specified by the CFS Division Director.

SSA's CWWs or other designated SSA staff are responsible to complete a Casey Life Skills (CLS) assessment for every foster care and probation TAY. In collaboration with CWWs and the SSA's ILP Program Manager, SSA requires the awarded Contractor to collect and track CLS assessment scores of every ILP TAY. Contractor shall play a vital role in the collaboration and communication efforts needed to strengthen this partnership.

CLS is a tool that assesses the behaviors and competencies necessary for youth to achieve their long term goals. CLS aims to set youth on their way toward developing healthy and productive lives.

The following are examples of CLS life skills that help youth self-evaluate:

- Maintaining healthy relationships
- Work and study habits
- Planning and goal-setting
- Using community resources

- Daily living activities
- Budgeting and paying bills
- Computer literacy
- Permanent connections to caring adults

For more information on CLS, see <http://www.casey.org/casey-life-skills-resources/>

SSA has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures that will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions:

1. How much work was done?
2. How well was it done?
3. Is anyone better off?

SSA requires Contractor to demonstrate capability to identify and address barriers to service delivery, track success, and work with SSA to determine performance measures that may be used to evaluate program performance and for the purpose of reporting and continuous quality improvement of services.

For more information on RBA, see <http://raguide.org/>

C. BACKGROUND

Alameda County Social Services Agency's mission is to promote the economic social well-being of individuals, families, neighborhoods and communities. Under the leadership of SSA's Agency Director, CFS serves as the administrating department for the ILP contract. CFS' mission is that all children in Alameda County have the opportunity to grow and develop in a safe, healthy, nurturing and stable home. To reach this goal, CFS strives to ensure that all children receive the support and security that a family, an extended family, or an alternative family can provide.

The Independent Living Initiative of 1986 provided states funds for services intended to help prepare older adolescents in foster care to live independently by age 18. The Foster Care Independence Act of 1999 doubled the total annual funds available to states and also expanded the population of eligible TAY to receive independent living services up to the age of 21.

In 2001, Congress established the Chafee Educational and Training Vouchers (ETV) program, which provides resources specifically to meet the educational and training needs of Title IV-E eligible foster care TAY. The Chafee ETV program offers up to \$5,000 per year for post-secondary education and training to assist TAY with skill development needed to lead independent and productive lives. Eligible TAY can continue to participate in the Chafee ETV program until they turn 23 years of age if they are enrolled in a post-secondary education or training program and making satisfactory progress toward completion of that program.

The transition to adulthood and self-sufficiency can be challenging for any young person. Living independently can be quite demanding from paying for housing and other living expenses to navigating paperwork required for insurance or taxes to managing many new responsibilities. Currently, many young people are dependent on their families for longer periods, often remaining or returning to live at home well into their 20s and receiving both emotional and financial support. Generally, youth who

have experienced foster care do not have the same safety nets and support networks as others their age, and the transition challenges can be even greater.

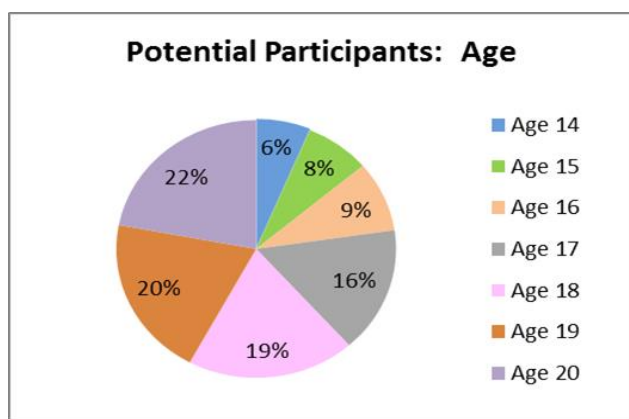
Youth in foster care face not only the typical developmental changes and new experiences common to their age, but also the dramatic change from being under the State's care to being on their own. This is particularly true for those youth who "age out" of child welfare as they turn 18. Subsequently, the array of services and supports available to youth while in care are now gone. In addition, many of these youth are dealing with the long-term consequences of having been abused, neglected, and removed from their families.

Studies have consistently shown poor outcomes for youth transitioning out of the foster care system;

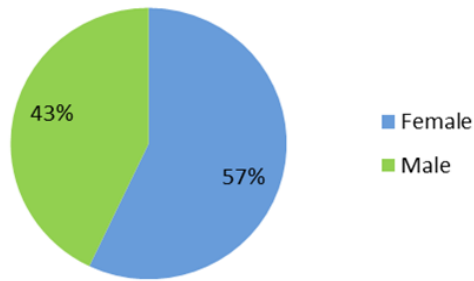
- About 20,000 youth transition out of foster care each year;
- Up to 50% of former foster care youth end up homeless within 18 months after transitioning out of foster care;
- 27% of the homeless population spent some time in foster care;
- Four years after leaving foster care, 42% become parents and/or lack a high school diploma;
- Less than half of foster care youth are employed two to four years after leaving foster care; only 38% of former foster care youth maintain employment for at least one year; and
- Parents with a history of foster care, are almost twice as likely as parents with no such history to see their own children placed in foster care or become homeless.

Alameda County was one of the first counties in California to develop an Independent Living Program, opening its doors in 1987. From its inception, Alameda County's ILP has focused on education, employment, and life skills training. Alameda County is proud to state many of its ILP graduates have gone on to 4-year colleges, community colleges, vocational training programs, and full-time employment. In fiscal year (FY) 2013-14, Alameda County's ILP served 332 TAY and in FY 2014-15, 215 TAY received ILP services.

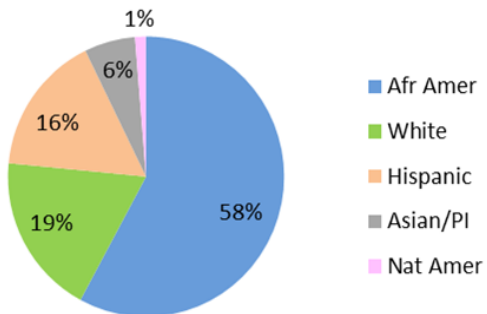
SSA's CFS department serves a diverse TAY population. Current CFS data shows, 622 TAY are eligible for ILP services; 610 are foster care TAY and 12 are probation TAY. Demographic data show the following;



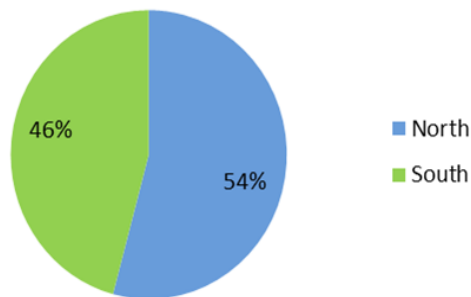
Age	Number of Youth	Percentage
14	39	6%
15	47	8%
16	55	9%
17	98	16%
18	121	19%
19	125	20%
20	137	22%

Potential Participants: Gender

Gender	Number of Youth	Percentage
Male	355	43%
Female	267	57%

Potential Participants: Ethnicity

Ethnicity	Number of Youth	Percentage
African American	360	58%
White	116	19%
Latino/Hispanic	101	16%
Asian/Pacific Islander	37	6%
Native American	8	1%

Potential Participants: Region

Region	Number of Youth	Percentage
North	337	54%
South	285	46%

D. BIDDER MINIMUM QUALIFICATIONS

1. Have at least three (3) years of organizational experience providing relevant services to TAY within the last five (5) years; and
2. Have no current or past corrective action plan (CAP) with SSA within the past three years.
3. If Bidder is a lead agency for a proposed consortium of sub-contractor partners, Bidder must have a minimum of three (3) years of experience providing both fiscal and administrative capacity as a lead agency.

E. SPECIFIC REQUIREMENTS

1. The scope of work for contracts awarded from this RFP will include conformance with all of the following:
 - a. Adequate, experienced, culturally and linguistically diverse staff able to serve ILP-eligible TAY during and after normal business hours;
 - b. Established procedures for continuous staff training, professional development and quality improvement;
 - c. Sufficient fiscal management and administrative policies and procedures to ensure compliance with federal, state, and local reporting requirements;
 - d. Effective collaboration and partnering with child welfare agencies, probation departments and other community service providers;
 - e. Maintain fidelity to an evidence based practice through the provision of the service modalities: recruitment, engagement and retention services; workshops; and case management services;
 - f. Adequate information system capacity for maintaining up-to-date ILP information on ILP portals; Alameda County ILP website, Facebook page, and newsletters etc.; and
 - g. Sufficient quality assurance system to collect and analyze data for the RBA performance measures.

2. Program Design

The program design must include the following three (3) service modalities; Recruitment, Engagement and Retention Services; Case Management Services; and Workshops. Additionally, the program design must also match the needs, risk factors and characteristics of the target population to promote independent living skills that includes, but are not limited to;

- a. Emotional and Physical Stability
- b. Self- Sufficiency and Self-Advocacy
- c. Ability to navigate and access services within the community
- d. Ability to make healthy choices and problem solve effectively
- e. Capability to manage basic daily tasks; self-care, money management, physical and emotional health etc.
- f. Consistently work towards and attain short- and long-term goals
- g. Academic Achievement
- h. Employment Attainment and Career Exploration
- i. Stable and Affordable Housing
- j. Establish Adult Lifelong Connections

3. Planned Staffing, Organizational Infrastructure and Capacity to Implement Program

The scope of work requires a team approach that can fulfill the demand of the target population, as follows;

- a. Weekly workshops;
- b. Serve a large number of ILP participants;

- c. 1:30 case load ratio; and
- d. Up to three outreach events per month.

Bidder should include how they will meet the following required elements;

- a. Organizational capacity for managing operations in a manner that maximizes funding while maintaining quality of services;
- b. Office location(s) that are conveniently located and accessible to public transportation for serving participants in two geographic service regions identified in this RFP;
- c. Recruiting, hiring and maintaining adequate staff for the effective delivery of services and administrative activities;
- d. Maintaining quality assurance of case file documentation standards and program evaluation reports; and
- e. Developing and maintaining the technology and staff support to collect and analyze data using data collection system.

4. Forming Partnerships and Collaborations

Should this RFP process result in a change of service provider for ILP services, SSA will assign a Program Manager to work with the awarded Contractor on the transition of client care. At this time, SSA anticipates any such transition of clients will be staged in a manner that appropriately addresses the needs of clients.

Contractor shall work collaboratively with SSA's CFS ILP staff that will be the sole source for referrals in the identified geographic areas. SSA requires that the Contractor collaborate and maintain good communication with CFS ILP Program Manager to efficiently receive and manage client referrals. The Contractor shall also work with the Foster Care Youth Collaborative in conjunction with Foster Youth Alliance (FYA) and other community organizations to ensure proper and successful implementation of the ILP service program.

F. OTHER REQUIREMENTS

APPLICABLE REGULATIONS FOR ALL CONTRACTORS

In order to contract with Alameda County, a bidder must meet the following requirements:

1. Provide access by SSA officials to financial, program, and other records pertaining to the project(s) encompassed by the contract.
2. Comply with fiscal or program monitoring/assessment recommendations by SSA.
3. Meet the requirements for audit of expenditures.
4. Maintain individual client case files and make these files available and open for inspection by designated SSA staff.
5. Comply with all federal, state, and local rules, regulations, and policies, including but not limited to:
 - a. Applicable sections of California Department of Social Services (CDSS) Manual of Policies and Procedures;
 - b. Contract Administration Manual for CBOs, Alameda County;

- c. Standard contract language of CDSS and Alameda County; and,
 - d. 41 Code of Federal Regulations (CFR) Chapter 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
6. California Health and Human Services Agency (HHS) Regulations:
 - a. 45 CFR Part 16 – Department grant appeals process;
 - b. 45 CFR Part 74 – Grants administration;
 - c. 45 CFR Part 75 – Informal grant appeals procedures;
 - d. 45 CFR Part 80 – Nondiscrimination under Title VI of the Civil Rights Act of 1964;
 - e. 45 CFR Part 81 – Practice and procedure for hearings;
 - f. 45 CFR Part 84 – Nondiscrimination on the basis of handicap; and,
 - g. 45 CFR Part 95 – General administration for grant programs.
7. Other pertinent laws, which apply to all contracts, is contained in:
 - a. Title VII of the Civil Rights Act of 1964;
 - b. Immigration Reform and Control Act of 1986; and,
 - c. Americans with Disabilities Act.
8. Applicable Federal Cost Standards used to determine allowable costs:
 - a. Non-Profit Organizations: Office of Management and Budget (OMB) Circular A-122;
 - b. Educational Institutions: OMB Circular A-21;
 - c. State and Local Governments: OMB Circular A-87; and,
 - d. Commercial Organizations: 45 CFR Part 74, Subpart E.

G. DELIVERABLES / REPORTS

The RBA framework establishes a partnership between the Contractor and SSA. Based on this principle, Bidder must set percentage targets for performance measures numbers: 1, 2, 4 and 5 in their Bid. Bidder must also define performance measure terms, (1) recruited (2) engaged and (3) retained.

SSA expects the targeted performance measures to be aligned with Bidder's proposed program, such as;

- Percentage of eligible youth who will be recruited to the program;
- Percentage of recruited youth who will be engaged by the program;
- Percentage of engaged youth who will be retained in the program; and
- Percentage of retained youth who improved their independent living skills.

The performance measures and the deliverables are described as follows;

How much was done?

Performance Measure 1. <Percentage as specified by Bidder> of recruited youth will engage with the program.

Deliverable: Contractor will report on the attendance of all youth on a monthly report to be designed in collaboration with Planning, Evaluation and Research Office (PERU). Engagement status will be defined based on the program design.

How well was it done?

Performance Measure 2. <Percentage as specified by Bidder> of engaged youth will be retained in the program.

Deliverable: Contractor will report on the attendance of all youth on a monthly report to be designed in collaboration with PERU. Retention status will be defined based on the program design.

Performance Measure 3. 90% of engaged youth will report that they are very satisfied or satisfied with the Independent Living Program on a satisfaction survey to be administered at least annually.

Deliverable: Contractor will administer a satisfaction survey at the end of the ILP year and provide the results in electronic format. Contractor may also administer satisfaction surveys at other times if so desired. The annual survey will be approved by or designed in collaboration with PERU.

Are participants better off?

Performance Measure 4. <Percentage as specified by Bidder> of youth retained in the program will improve their independent living skills.

Deliverable: The Casey Life Skills assessment (CLS) will be administered by SSA staff to all participants at the beginning of the ILP year (by the end of October), at the end of the fall semester or the beginning of the spring semester (by the end of February), and at the end of the year. The scores will be shared with Contractor, and the Contractor will keep electronic records of this data. Contractor will report changes in CLS scores on the year-end report to be designed in collaboration with PERU. Retention will be defined based on the program design, and improvement is defined as the CLS score increasing by at least three points.

Performance Measure 5. <Percentage as specified by Bidder> of 18-year-old youth retained in the program will have a lifelong connection.

Deliverable: Contractor will report the percentage of 18-year-olds retained in the program who score 4.5 or above on the permanency section of the CLS. Retention status will be defined based on the program design.

Bidder shall be responsible for developing a system to collect and analyze each performance measure on a monthly, quarterly and/or annual basis. In addition to tracking progress towards performance measures, Bidder must demonstrate the strategies that will ensure data quality and accuracy.

SSA reserves the right to request individual client data on the services provided for evaluation and/or quality assurance purposes.

III. CALENDAR OF EVENTS

Event	Date/Location	
Request for Proposal (RFP) Issued	Friday, October 16, 2015	
Bidders Written Questions Due	5:00 PM on Wednesday, October 28, 2015	
1 st Bidders Conference	Tuesday, October 27, 2015 1:00 PM – 4:00 PM	at: Eden Area Multi-Service Center, 24100 Amador Street, 2 nd Floor, Hayward, CA 94544 <i>(California Poppy Conference Room)</i>
2 nd Bidders Conference	Wednesday, October 28, 2015 9:00 AM – 12:00 PM	at: North County Multi-Service Center, 2000 San Pablo Avenue, 2 nd Floor Oakland, CA 94612 <i>(Oakland Conference Room)</i>
Addendum Issued (if necessary)	Tuesday, November 3, 2015	
Proposals Due	Wednesday, December 9, 2015 NO LATER THAN 2:00 PM	
Evaluation Period	December 2015-January 2016	
Oral Interviews	January 5-6, 2016	
Award Recommendation Letters Issued	February 2016	
Board Award Date	March 2016	
Contract Start Date	May 1, 2016	

Note: Award and start dates are approximate.

It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions of this RFP. By the submission of a Proposal, Bidder certifies that if awarded a contract, Bidder will make no claim against the County based upon ignorance of or objections to terms and conditions or misunderstanding of the specifications.

H. NETWORKING / BIDDERS CONFERENCES

Networking/Bidders conferences will be held to provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.

All questions will be addressed, and the list of attendees will be included in an RFP Addendum following the Networking/Bidders conference(s).

Potential Bidder is strongly encouraged to attend Networking/Bidders Conference in order to further facilitate subcontracting relationships. Vendors who attend a Networking/Bidders Conference will be added to the Vendor Bid List. Failure to participate in a Networking/Bidders Conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a Networking/Bidders Conference is highly recommended, but is not mandatory.

IV. COUNTY PROCEDURES, TERMS, AND CONDITIONS

I. EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the SSA-Contracts Office only. Bidder shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidder should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible Bidder whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the Bidder that propose(s) the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of Bidders' proposals. Proposals will be evaluated according to each of the Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of Bidders that will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

If the two-stage approach is used, Bidders with at least 250 points will be invited to an oral presentation and interview. Only the Bidder meeting the short list criteria will proceed to the next stage. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to Bidders.

The zero to five-point scale range is defined as follows:

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

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.	Pass/Fail
B.	Bidder has not had a corrective action plan (CAP) with SSA within the past three years.	Pass/Fail
C.	Debarment and Suspension: Bidder, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov	Pass/Fail
D.	Prior Experience	Weight
	1. How well has the Bidder demonstrated organizational experience within the last five years serving TAY for at least three years?	5
	2. How well has the Bidder demonstrated understanding of the target population? Must include; - Risk factors and/or problems that often result from child welfare and/or juvenile justice systems involvement; and - Achievements and successes serving a culturally and linguistically diverse TAY population.	5
	3. How well has the Bidder demonstrated experience partnering with local child welfare system, juvenile justice system and other community based organizations who serve TAY?	5
E.	Cost Efficient/Fiscal Management	Weight
	4. How well has the Bidder described fiscal policies and procedures to demonstrate a strong financial management system? Must include the following; - Protecting the assets of the organization; - Ensuring the maintenance of accurate records of the organization's financial activities; - Providing a framework for the organization's financial decision making; - Establishing operating standards and behavioral expectations; - Serving as a training resource for staff; and - Ensuring compliance with federal, state, and/or local reporting requirements.	15
	5. How well has the Bidder described the program budget allocation to operate the proposed program? Must include descriptions of the following; (<i>Attachment No. 2 Budget Worksheet must be attached</i>) - Personnel Expenses- salaries & wages, number of FTE's, and payroll taxes & benefits; - Operating Expenses- training, travel, office supplies, rent, utilities etc.; and - Indirect Administrative Expenses- percentage rate.	15

F.	Administrative/Organizational Capacity	Weight
	<p>6. How well has the Bidder described the planned service delivery that promotes independent living skills in education, employment, stable housing and health & wellness services? Must include the number of clients and the following;</p> <ul style="list-style-type: none"> - Unique and innovative strategies to recruit, engage and retain ILP participants; - Strengths-based, goal-oriented and youth-centered case management services; - Creative workshops curriculum using technology, integrating a variety of learning styles, and skill-building activities; - Staff that are culturally and/or linguistically responsive to the target population; and - Community-based organization partnerships or other agency collaborations. 	20
	<p>7. How well has the Bidder described the implementation plan? Must include; the following;</p> <ul style="list-style-type: none"> - Staff recruitment, hiring, training; and - Activities, staff responsibilities, milestone/measurements and due dates. 	10
	<p>8. How well does the Bidder's proposed program define recruitment, engagement, and retention?</p>	5
	<p>9. Are the Bidder's percentage targets achievable for each performance measure? <i>Attachment No. 3 RBA Performance Measures must be attached.</i></p>	5
	<p>10. How well has the Bidder described the plan to collect, report, and ensure data quality for all performance measures? Must include:</p> <ul style="list-style-type: none"> - Data collection, analysis, and reporting process; - Quality assurance process; and - Staffing plan to execute the processes described in Exhibit E, Annual Quality Assurance Report. 	5
G.	<p>11. Oral Presentation and Interview The oral interview by each Bidder shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the Bidder and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.</p>	5
H.	<p>12. Verifiable References References for the prime Bidder as the lead on similar projects have been provided, and the County was able to speak with a minimum of three (3) references in order to verify.</p>	5
Total		100

EXAMPLE - CSC RATING FORM**SECTION 1: Minimum Bidder Requirements**

- The RFP Proposal is complete. [] yes/pass [] no/fail
- Bidder has not had a corrective action plan (CAP) within the past three years. [] yes/pass [] no/fail
- Debarment & Suspension Certification: [] yes/pass [] no/fail
 Bidder, its principle and named subcontractors are not identified
 on the list of federally debarred, suspended or other excluded parties located
 at www.sam.gov (Have submitted Debarment & Suspension Form).

SECTION 2: Rating Elements

Evaluation Criteria	WEIGHT (point)	X	Point Scale	=	Total Points
Prior Experience					
1. How well has the Bidder demonstrated organizational experience within the last five years serving TAY for at least three years?	5	x	Max. 5pt.	=	25
2. How well has the Bidder demonstrated understanding of the target population? Must include; <ul style="list-style-type: none"> • Risk factors and/or problems that often result from child welfare and/or juvenile justice systems involvement; and • Achievements and successes serving a culturally and linguistically diverse TAY population 	5	x	Max.5pt.	=	25
3. How well has the Bidder demonstrated experience partnering with local child welfare system, juvenile justice system and other community based organizations who serve TAY?	5	x	Max. 5pt.	=	25
Cost Efficient/Fiscal Management					
4. How well has the Bidder described fiscal policies and procedures to demonstrate a strong financial management system? Must include the following; <ul style="list-style-type: none"> • Protecting the assets of the organization; • Ensuring the maintenance of accurate records of the organization's financial activities; • Providing a framework for the organization's financial decision making; • Establishing operating standards and behavioral expectations; • Serving as a training resource for staff; and • Ensuring compliance with federal, state, and/or local reporting requirements. 	15	x	Max. 5pt.	=	75
5. How well has the Bidder described the program budget allocation to operate the proposed program? Must include descriptions of the following; (<i>Attachment No. 2 Budget Worksheet must be attached</i>) <ul style="list-style-type: none"> • Personnel Expenses- salaries & wages, number of FTE's, and payroll taxes & benefits; • Operating Expenses- training, travel, office supplies, rent, utilities etc.; and • Indirect Administrative Expenses- percentage rate. 	15	x	Max. 5pt.	=	75

Evaluation Criteria continued...	WEIGHT (point)	X	Point Scale	=	Total Points
Administrative/Organizational Capacity					
6. How well has the Bidder described the planned service delivery that promotes independent living skills in education, employment, stable housing and health & wellness services? Must include the number of clients and the following; <ul style="list-style-type: none"> • Unique and innovative strategies to recruit, engage and retain ILP participants; • Strengths-based, goal-oriented and youth-centered case management services; • Creative workshops curriculum using technology, integrating a variety of learning styles, and skill-building activities; • Staff that are culturally and/or linguistically responsive to the target population; and • Community-based organization partnerships or other agency collaborations. 	20	x	Max.5pt	=	100
7. How well has the Bidder described the implementation plan? Must include; the following; <ul style="list-style-type: none"> • Staff recruitment, hiring, training; and • Activities, staff responsibilities, milestone/measurements and due dates. 	10	x	Max. 5pt.	=	50
8. How well has the Bidder's proposed program defined recruitment, engagement, and retention?	5	x	Max. 5pt.	=	25
9. Are the Bidder's percentage targets achievable for each performance measure? <i>Attachment No. 3 RBA Performance Measures must be attached.</i>	5	x	Max. 5pt.	=	25
10. How well has the Bidder described the plan to collect, report, and ensure data quality for all performance measures? Must include: <ul style="list-style-type: none"> • Data collection, analysis, and reporting process; • Quality assurance process; and • Staffing plan to execute the processes described in Exhibit E, Annual Quality Assurance Report. 	5	x	Max. 5pt.	=	25
11. Verifiable References	5	x	Max. 5pt.	=	25
12. Oral Interview	5	x	Max. 5pt.	=	25
GRAND TOTAL:	100	x	5	=	500

J. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the CSC and/or other persons designated by the County will meet with the Contractor to evaluate the service performance and to identify any issues or potential problems.

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

1. Contractor has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed services exist that make it unlikely (even with possible modifications) that such services have met the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's or services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. The County will have the right to invite the next highest ranked Bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

K. NOTICE OF INTENT TO AWARD

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

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

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

L. BID PROTEST/APEALS PROCESS

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

1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County's SSA Finance Director, located at 2000 San Pablo Avenue, 4th Floor, Oakland, CA 94612, Fax: (510) 267-9428, before 5:00 p.m. of the **FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder**. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
 - 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, fax number and telephone number of the person representing the protesting party.
 - d. The County Agency/Department will transmit a copy of the bid protest to all Bidders as soon as possible after receipt of the protest.
2. Upon receipt of written protest, SSA Finance Director, or designee will review and evaluate the protest and issue a written decision. The SSA Finance Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing date.
3. The decision will be communicated by e-mail and certified mail, and will inform the Bidder whether or not the recommendation to the Board in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidder affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the RFP.
4. The decision of the SSA Finance Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612, fax number (510) 272-6502. The Bidder whose Bid is the subject of the protest, all Bidder affected by the SSA Finance Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the SSA Finance Director's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the SSA Finance Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day.
 - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, County contracting policies or other laws and regulations.

- c. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the SSA Finance Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
 - d. The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidder affected by the decision.
- 5. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.
 - 6. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

M. TERM/TERMINATION/RENEWAL

- 1. The initial term of the contract, which may be awarded pursuant to this RFP will be fourteen (14) months; two (2) months starting May 1, 2016 through June 30, 2016 for start-up and transition of clients from the current provider to the Contractor and an additional twelve (12) months for FY 2016-2017.
- 2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

N. PRICING

- 1. Prices quoted shall be firm for twelve (12) months of any contract that may be awarded pursuant to this RFP.
- 2. Price escalation for the second and third years of any contract awarded as a result of this RFP shall not exceed the percentage increase stated by Bidder on the Bid Form, Attachment No. 1 – Bid Response Packet.
- 3. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
- 4. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
- 5. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- 6. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
- 7. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

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

O. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the Bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Bidder with the lowest price.
3. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation (**SLEB waiver #F875**). As a result, there is no requirement to subcontract with another business in order to satisfy the County's SLEB provision. **However, if circumstances or the terms of the contract should change**, Contractor may be required to immediately comply with the County's SLEB provisions, including but not limited to:
 - a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
 - b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
 - c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
 - d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
 - e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits and Attachments attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidder 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.
5. The County reserves the right to award to a single or multiple Contractors.
6. The County has the right to decline to award this contract or any part thereof for any reason.
7. Board approval to award a contract is required.
8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
9. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template online

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

The template contains minimal Agreement boilerplate language only.

10. The CBO Master Contract terms and conditions are non-negotiable.
11. The RFP specifications, terms, conditions and Exhibits, Attachments, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

P. METHOD OF ORDERING

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

Q. INVOICING

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

R. ACCOUNT MANAGER / SUPPORT STAFF

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

V. INSTRUCTIONS TO BIDDER

S. COUNTY CONTACTS

Alameda County Social Services Agency, Contracts Office is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through Alameda County Social Services Agency, Contracts Office only.

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

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on Wednesday, October 28, 2015 to:

Alexandra Arroyo, Program Financial Specialist
Alameda County Social Services Agency
Finance Division – Contracts Office
2000 San Pablo Avenue, 4th floor
Oakland, CA 94612
E-Mail: alarroyo@acgov.org
FAX: 510-267-9428

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities or https://alamedasocialservices.org/public/departments/agency_administration/finance/funding_opportunities/Another%20Road%20to%20Safety%20Program.cfm

T. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Alameda County Social Services Agency, Contracts Office BY 2:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the Bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. SSA- Contracts Unit timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

Independent Living Program (ILP)
RFP No. 16-01 ILP
Alameda County Social Service Agency
Finance Division-Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Attn: Alexandra Arroyo

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

3. Bidder must submit one (1) original hard copy bid, signed with **BLUE** ink, plus five (5) copies of their proposal. Original proposal is to be clearly marked "ORIGINAL" with copies to be marked "COPY". All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Bidder **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF and Optical Character Recognition (OCR) preferred), and shall be an **exact** scanned image of the original hard copy Attachment No.1– Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

4. BIDDER SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDER SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
5. No email (electronic) or facsimile bids will be considered.
6. All costs required for the preparation and submission of a bid shall be borne by Bidder.
7. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
8. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, an recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) business days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
9. Each bid received, with the name of the Bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
10. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
12. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
14. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days, unless otherwise specified in the Bid Documents.

U. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. Refer to Attachment No. 1 – Bid Response Packet.
3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.
4. Proposals must be printed, on white 8 ½” by 11” paper. The font must be at least 12-point type in “Times New Roman” or equivalent font. Lines shall be single-spaced. Margins must be 1-inch from the top, bottom, left and right.

EXHIBIT A
CBO Master Contract

RFP No. 16-01 ILP- INDEPENDENT LIVING PROGRAM

The Community Based Organization (CBO) Master Contract is not required at the time of submission; however, all new CBO contractors with Alameda County will be required to execute and abide by the terms and conditions of the CBO Master Contract, prior to award. By signing and submitting Attachment No. 1 A – Bid Response Packet, the bidder acknowledges they have read and understand all terms and conditions of the CBO Master Contract. The CBO Master Contract serves as the foundation for all future award and contracts between the CBO and Alameda County.

The following pages contain the terms and conditions of the CBO Master Contract:

Contract Reference No. _____

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into on this ____ day of ____, 20__ by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and, _____ doing business at _____ hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D(s); and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the __Day of __, 20__ and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements -- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the Agreement will be disallowed under audit by the County.

U:\Contracts Office Policies & Procedures\cbo Master Boiler.doc

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses or Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Records:** Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, canceled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

7. **Audits:** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

8. **Indemnification:** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

9. **Subcontracting:** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

10. **Independent Contractor Status:** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

11. **Confidentiality:** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information. County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

12. **Termination Provisions:** *Termination for Cause* --If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause --County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement --County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

13. **Compliance with Laws:** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

14. **Accident Reporting:** If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of the County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

15. **Personal Property:** Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

16. **Non-Discrimination:** Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

17. **Governing Board Limitations; Conflict of Interest:** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator. No administrative employee, officer or director of Contractor may do any of the following *without first having given advanced written notice to the County Agency Director/Chief Administrator*:

- Receive funds from County other than those funds provided pursuant to the Agreement;
- Simultaneously serve as an employee, officer or director of another community based organization;
- Simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, *without having given advanced written notice to County Agency Director/Chief Administrator of its intention*, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;

- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or

- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest..

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, *without having first disclosed the same to the board and the County Agency Director/Chief Administrator*, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for cause under the provisions of paragraph 12.

18. **Drug-free Workplace:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

19. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

20. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act on behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

Notice. All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR:_____

COUNTY: Contracts Office
 Alameda County Social Services Agency
 2000 San Pablo Ave., 4th Floor
 Oakland, CA 94612

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first mentioned above.

By _____
(Name: _____) Board of Supervisors, President

Contractor Name

Street Address

City, State, Zip Code

By _____
Authorized Signature of Contractor

Approved as to form:

Title

Federal ID No _____

_____, County Counsel

By _____
Deputy County Counsel

Exhibit B

**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS
RFP No. 16-01 ILP**

INTENTIONALLY OMITTED



EXHIBIT C INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Attachment No.1 – Bid Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit C – Insurance Requirements.

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

Insert Applicable Insurance Requirements Exhibit.

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

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: <u>County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</u> DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> 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. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: 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 to: - Contracts Office / 2000 San Pablo Ave. 4th floor, Oakland, CA 94612 	

Certificate C-2

FORM 2001

**EXHIBIT D
VENDOR BID LIST
RFP No. 16-01 ILP

INTENTIONALLY OMITTED**

EXHIBIT E
ANNUAL QUALITY ASSURANCE REPORT
RFP No. 16-01 ILP

1. Describe the data collection process your agency developed to track RBA Performance Measures. Include all database systems used for this program, the process for entering data in the database, the staff responsible for this collection process, and how you gather individual client data and aggregate this into your SSA report.

2. Describe the quality assurance methods used to ensure data quality and accuracy. Include frequency of internal data audits, process for internal audits, and staff person assigned to internal audits.

3. Describe the limitations or challenges that you experienced in data collection and/or ensuring data quality.

4. What strategies are you implementing to address these challenges?