

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL No. 2017-SSA-CFS-RPRC
for
Resource Parent Recruitment Campaign
NETWORKING/BIDDERS CONFERENCES

10:00 AM to 12:00 PM, October 5, 2017 Alameda County Social Services Agency Cottonwood Room, #233, Second Floor 1111 Jackson Street, Oakland, CA 94607	1:00 PM to 3:00 PM, October 10, 2017 Eden Area Multi-Service Center Wallflower Room, #651, Sixth Floor 24110 Amador Street Hayward, CA 94545
---	---

For complete information regarding this project, see RFP posted at
http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp

or

<http://alamedasocialservices.org/public/index.cfm>

or contact the County representative listed below. Thank you for your interest!

Contact Person: Sally Ianiro, Program Financial Specialist

Phone Number: (510) 267-8633

E-mail Address: Sally.Ianiro@acgov.org

RESPONSE DUE
by
2:00 p.m.
on
October 30, 2017
at

Alameda County Social Services Agency
Finance Division – Contracts Office
1111 Jackson Street, 1st Floor, Suite 103
Oakland, CA 94607

Attention: Sally Ianiro or Annette Brisco



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 No. 2017-SSA-CFS-RPRC
SPECIFICATIONS, TERMS AND CONDITIONS
RESOURCE PARENT RECRUITMENT CAMPAIGN

TABLE OF CONTENTS

	Page
I. ACRONYM AND TERM GLOSSARY.....	3
II. STATEMENT OF WORK.....	4
A. INTENT	4
B. BACKGROUND AND SCOPE	5
C. BIDDER QUALIFICATIONS	14
D. SPECIFIC REQUIREMENTS.....	15
E. CONTRACT PERFORMANCE/REPORTS.....	16
III. CALENDAR OF EVENTS	17
NETWORKING/BIDDERS CONFERENCES.....	18
IV. COUNTY PROCEDURES, TERMS, AND CONDITIONS.....	18
A. EVALUATION CRITERIA/SELECTION COMMITTEE	18
B. CONTRACT EVALUATION AND ASSESSMENT.....	24
C. NOTICE OF INTENT TO AWARD.....	25
D. BID PROTEST/APPEALS PROCESS.....	25
E. TERM/TERMINATION/RENEWAL	27
F. PRICING.....	28
G. AWARD.....	29
H. METHOD OF ORDERING.....	30
I. INVOICING	30
J. LIQUIDATED DAMAGES	30
K. ACCOUNT MANAGER/SUPPORT STAFF	31
V. INSTRUCTIONS TO BIDDERS	31
A. COUNTY CONTACTS.....	31
B. SUBMITTAL OF BIDS	32
C. RESPONSE FORMAT.....	34
EXHIBITS	
EXHIBIT A – COMMUNITY BASED ORGANIZATION (CBO) MASTER CONTRACT	
EXHIBIT B – EXCEPTIONS, CLARIFICATIONS, AMENDMENTS – INTENTIONALLY OMITTED	
EXHIBIT C - INSURANCE REQUIREMENTS	
EXHIBIT D - VENDOR BID LIST – INTENTIONALLY OMITTED	
ATTACHMENTS	
ATTACHMENT No. 1 – BID RESPONSE PACKET	

I. **ACRONYM AND TERM GLOSSARY**

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Bid	Shall mean the Bidder's response to this Request for Proposal (RFP)
Bidder	Shall mean the specific person or entity responding to this RFP
Board	Shall refer to the County of Alameda Board of Supervisors
CDSS	The California Department of Social Services
CCR	The State of California's Continuum of Care Reform
CFR	The Code of Federal Regulations
Child Welfare Worker	Shall refer to Alameda County employees who provide services to help children; such as adoption placements, child welfare, foster arrangements, and protection of abused or neglected children
CSC	County Selection Committee
CSEC	Commercially Sexually Exploited Children
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract
County	When capitalized, shall refer to the County of Alameda
DCFS	Department of Children and Family Services of Alameda County
DGS	Department of General Services of the State of California
Federal	Refers to the United States Federal Government and its departments or agencies
Fictive Kin	Shall refer to Non-Related Extended Family Member (NREFM) of a foster child, youth, or non-minor dependent
Foster Child (or Child)	Shall refer to a person in foster care from the age of birth through elementary school age
Foster Youth (or Youth)	Shall refer to a person in foster care who is of the age to attend middle, junior, or high school
FY	State Fiscal Year, July 1 to June 30
IRS	Information, Referrals, and Support
Labor Code	Refers to the California Labor Code
LGBTQQ	Lesbian, Gay, Bi-sexual, Transgender, Queer, and Questioning
Non-Minor Dependent (or NMD)	Shall mean a person between the ages of 18 and 21 who has opted to remain in foster care after turning 18
NREFM	Non-Related Extended Family Member of a foster child; see also Fictive Kin
OCCR	Office of Contract Compliance Reporting of the Auditor-Controller of Alameda County
PO	Purchase Order(s)
Proposal	Shall mean Bidder's response to this RFP
RBA	Results-Based Accountability
Relative Caregivers	Shall mean individuals who are providing care to children who are related to them through biological or other family ties (kin)

Request for Proposal (RFP)	Shall mean this document, which is the County of Alameda's request for a Bidder's proposal to provide the goods and/or services being solicited herein; also referred herein as RFP
Resource Family	Shall mean families that care for children who are in foster care. Resource families may be individuals, couples, and families. The term replaces the terms Foster Parent, Adoptive Parent, Relative, or Non-Related Extended Family Member
Response	Shall refer to Bidder's proposal submitted in reply to RFP
RFA	Shall mean Resource Family Approval; the process whereby a family, couples, or individuals become approved to provide foster care in their home
SSA	The Social Services Agency of Alameda County
State	Refers to the State of California and its departments and agencies

II. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe the Alameda County Resource Parent Recruitment Campaign that the Alameda County Social Services Agency (SSA), Department of Children and Family Services (DCFS) plans to begin in January 2018. The campaign will inform the public of the increasing need for community members, relatives, and Non-Related Extended Family Members (NREFMs) to become Resource Parents (also known as Foster Parents) for children, youth, and Non-Minor Dependents (NMDs) in Alameda County. The campaign will target recruitment toward community members in neighborhoods where resource homes are needed most and toward community members who may possess the expertise and interests required to provide exceptional substitute caregiving for Alameda County's foster children, youth, and NMDs.

To manage the Alameda County Resource Parent Recruitment Campaign, DCFS is seeking a full-service social marketing agency with experience advertising to the public sector, beginning from research and development of the strategy, to creative design, production, media planning, implementation, and evaluation. Previous experience marketing to or conducting recruitment campaigns with resource families is preferable.

DCFS envisions an engaging and evocative campaign aimed toward the general public that informs them about the changing needs of foster care in Alameda County and results in improved public perception of resource parenting. A second goal of the campaign will be to identify, with collaboration from DCFS staff, a target market of potential Resource Parents and then generate interest among this population in becoming resource families. The campaign may include conventional media such as billboards, television, Internet, newspaper, and radio, as well as social media and non-traditional technologies, if those media have been proven to produce positive results. The County will award a six-month contract (with an option to renew for two years) to the contractor selected as the most responsible Bidder whose response conforms to the RFP and meets the County's requirements.

B. BACKGROUND AND SCOPE

1. Continuing Evolution of Alameda County's Public Child Welfare System

Significant changes are occurring in public child welfare systems across the country and within Alameda County's public child welfare system. With the state of California's implementation of California's Continuum of Care Reform (CCR) in October 2015, Alameda County is faced with the task of redefining its provision of foster care services. As noted by California Department of Social Services (CDSS), CCR is based on the understanding that foster children, youth, and NMDs who must live apart from their biological parents do best when they are cared for in committed, nurturing family homes. The fundamental principles of CCR are:

- a. All children deserve to live with a committed, nurturing, and permanent family that prepares them for a successful transition into adulthood.
- b. The voices and experience of children, youth, NMDs, and families are important in assessment, placement, and service planning. The child and family team, which includes the child, youth, NMD, family, and their formal and informal support networks, will be the foundation for ensuring these perspectives are incorporated into treatment throughout the duration of foster care.
- c. Children should not need to change placements to receive the services and supports they need. Research shows that being placed in foster care is a traumatic experience, and in order for home-based placements to be successful, services, including behavioral and mental health, should be available in a home setting.
- d. Agencies serving foster children, youth, and NMDs, including child welfare, probation, mental health, education, and other community services, need to collaborate effectively to surround the child, youth, NMD, and family with needed services, resources, and supports rather than requiring children, youth, NMDs, and caregivers to navigate multiple service providers.
- e. The goal for all children in foster care is normalcy in development while establishing permanent life-long family relationships. Therefore, foster children, youth, and NMDs should not remain in group living environments for long periods of time.

Long-standing notions of the role of Resource Parents, the needs of children, youth, and NMDs in foster care, and the aims of the foster care system are being re-framed and redefined by the research-based policies enacted through CCR. The public is generally unaware of the transformations taking place in foster care, yet DCFS needs the cooperation and support of the community to assist in implementing CCR and creating better outcomes for foster children, youth, and NMDs in Alameda County. Therefore, DCFS plans to disseminate information to the community through the Alameda County Resource Parent Recruitment Campaign and conduct a targeted

recruitment campaign that will encourage community members to rise to the challenge of addressing the needs of the approximately 1,200 children, youth, and NMDs experiencing out of home placements in Alameda County's foster care system each year.

The priority of DCFS, first and foremost, is the well-being of foster children, youth, and NMDs under the jurisdiction of the County. The mission of DCFS is to provide safe, healthy, nurturing, and stable homes for foster children, youth, and NMDs in either extended or alternative families. In the past, DCFS relied on home-based foster care along with group home care. With the implementation of CCR, the County must increase the number of family-based placements it provides and reduce the use of group home care placements. Using more family-based care and limiting the use of group home care have been proven to benefit foster children, youth, and NMDs and support the DCFS goals of reunifying foster children and youth with their birth families and of supporting NMDs in their transition to healthy and successful adult lives.

Alameda County chronically faces the challenge of identifying and training enough community members to meet its Resource Parent needs. Added to that task will be the new challenge of conveying a realistic and inviting picture for current and future Resource Parents of the changing role of Resource Parents required under CCR.

CCR necessitates increased recruitment and engagement of relatives and Non-Related Extended Family Members (NFERMs) as Resource Parents. Before foster children, youth, and NMDs are placed in the home of a non-relative, it is necessary to identify and attempt to recruit family members and friends who can fill the role of Resource Parents. Living with relatives often guarantees that foster children, youth, and NMDs will live in proximity to the birth family's community, which is another important goal of CCR. Finally, the new reforms seek to minimize disruption and create a sense of permanence for foster children, youth, and NMDs by limiting the number of times they can be moved to new placements. Ideally for foster children, youth, and NMDs, their first placement in foster care will be their only placement.

Each of these challenges is examined in more depth below.

f. Reducing Group Home Care Placements

At any time, an average of 110 of the foster children, youth, and NMDs in Alameda County are living in group homes, either within or outside the County, rather than in family-based homes. A major policy point of CCR is the emphasis on family-based care and a lessening of reliance on group homes or congregate care. In situations where it is necessary to place foster children, youth, and NMDs into group home settings, CCR mandates that they stay no longer than six months. Therefore, most or all of the 110 foster children, youth, and NMDs in group care will need to transition to family-based settings during their stay in foster care. DCFS will need to find community members in the County willing to step forward and become Resource Parents for these and other foster children, youth, and NMDs.

g. Adapting to Changing Roles of Resource Parents

To create more resource homes in the County, DCFS will need to identify and recruit more uniquely suited community members who are comfortable with and skilled at being Resource Parents to children, youth, and NMDs who have experienced the trauma of child abuse and neglect. The role of the Resource Parent has evolved considerably from what it was in the past as new research-based policies have been enacted by public child welfare agencies. Traditionally, Resource Parents were expected to act as replacements for birth parents, and contact between birth parents and Resource Parents was often seen as undesirable and a source of tension or conflict; however, research reveals that frequent contact among foster children, their siblings, and birth parents actually is beneficial to efforts to reunify families. Because family reunification is a high priority of foster care, a new and often less familiar role is now required of Resource Parents.

Ideally, Resource Parents see their role as expanding foster children's community and support systems and acting as a bridge across a difficult time in a family's history. The redefined role requires facilitating foster children's eventual reunification with siblings and birth parents and being a partner to birth parents while the family passes through a difficult period in its history. Resource Parents are called on to emotionally and physically support foster children, youth, and NMDs while the birth family recovers and stabilizes from the circumstances that led to the abuse or neglect. Additionally, Resource Parents are expected to consider providing permanency for foster children, youth, and NMDs in their home through legal guardianship or adoption should reunification efforts prove unsuccessful. The ability for Resource Parents to maintain openness to providing either temporary or permanent stability is called concurrent planning and is defined by CDSS as "the process of coupling aggressive efforts to reunify the family with careful planning for the possibility of adoption or other permanency options should circumstances prevent the child from returning home." It is admittedly a challenging, nuanced role for Resource Parents, and it sometimes creates difficult emotional terrain to navigate. The dual role may be particularly challenging for Resource Parents who have an interest in adoption to grow their families and for those Resource Parents who are uninterested in providing permanency through concurrent planning.

h. Recruiting Relatives and NREFMs

CDSS is aware of the shortage in resource families throughout the state. To absorb the increasing numbers of foster children, youth, and NMDs who will need family-based placements as a result of CCR, CDSS directed all counties to implement a Resource Family Approval (RFA) process, effective January 1, 2017. RFA is intended to prepare community members to provide permanency options from the onset of their role as Resource Parents. It is also intended to treat all caregivers the same, whether the caregiver is a relative or NREFM to the foster child, youth, or NMD needing placement, or

the caregiver is a community member with no connection to the individual. It is hoped that with this approach relatives and NREFMs will consider providing care for other foster children, youth, and NMDs unrelated or unconnected to them, thereby increasing the number of Resource Parents available in the community. The push for enlisting relatives and NREFMs as Resource Parents is based on empirical research showing that foster children placed with relatives or NREFMs fare better than their peers placed with non-relative resource families. Foster children, youth, and NMDs who live with relatives experience fewer negative emotions about their time in foster care than those who are placed with non-relatives. They are also less likely to run away and are more likely to graduate from high school.

Approximately 41% of children in foster care in Alameda County live with relatives or NREFMs. Although this is a high proportion, under CCR guidelines, DCFS will need to step up its efforts substantially and create even more placements with relatives or NREFMs. The effort will involve first identifying and then working with relatives and NREFMs, explaining to them the critical and valuable role they can play in the future of foster children, youth, and NMDs, and then assisting them in the process of obtaining approval through the RFA process.

i. Increasing the Proximity of Placements to Foster Children's Communities

When foster children, youth, and NMDs must be placed outside their birth families' homes, to be in alignment with CCR, the placements ideally should be within 10 miles of the birth families. Close proximity to the family home lessens the likelihood of disruption for foster children. It means they can maintain their relationships with siblings and other relatives, friends, and neighbors, and go to familiar parks, churches, and schools. Also, research shows there is a greater likelihood of family reunification when family members are able to see each other frequently and maintain or, when necessary, repair their relationships. Unfortunately, every year approximately half the children in foster care in Alameda County annually are sent to placements outside the County. It's likely those children placed outside the County are far more than 10 miles from the homes of their birth families. This demonstrates again the need for more resource homes in Alameda County, but those homes must be located in specific communities where foster children, youth, and NMDs live, rather than in neighborhoods that are unfamiliar to them.

j. Improving Permanence and Placement Stability

Another CCR policy that improves outcomes for foster children, youth, NMDs, and their families is placement stability. Research demonstrates that moving foster children from placement to placement increases negative behaviors and outcomes such as dropping out of school or running away. By contrast, foster children, youth, and NMDs who experience minimal disruption are able to sustain supportive relationships and, as a result, experience better outcomes from the foster care experience.

Placement instability is caused in part by the need for DCFS staff to make quick decisions with little information when foster children, youth, and NMDs initially enter foster care. The County needs a more robust supply of short-term family-based settings to solve this situation. Ideally, staff would have a 30-day window of time to assess the individual needs of foster children, youth, and NMDs and make thoughtful placements. This would contribute in particular to increased stability in placements for older youth and for NMDs.

2. The Mismatch Between Needs and Expectations

There is an unfortunate gap between the wishes of many prospective Resource Parents and the needs of foster children, youth, and NMDs in Alameda County, both in terms of the ages and unique challenges of the foster children available for adoption or needing out of home placement.

a. Age Expectations

An average of 50% of resource families that complete the approval process each year are primarily interested in fostering young children and infants and increasing the size of their families through adoption. Once their adoptions are finalized, many of these families surrender their foster care licenses or place their homes on hold, effectively eliminating their homes as placement options. This leaves DCFS struggling to find placements for foster children, the majority of who are not infants or young children. In fact, proportionally there are far more school-aged children and NMDs needing foster care than there are infants or young children.

b. Meeting Special Needs

Like many other counties, Alameda County struggles to find creative ways to engage the community in meeting the very real, special needs of its foster children, youth, and NMDs. DCFS faces a consistent challenge in finding resource families to provide homes for large sibling groups, as well as foster children, youth, and NMDs with special medical, emotional, behavioral, developmental, and educational needs. Another challenge is finding resource families for Lesbian, Gay, Bi-sexual, Transgender, Queer, and Questioning (LGBTQQ) foster children. Homes are needed for youth who are pregnant or parenting, and there is a growing group of Commercially Sexually Exploited Children (CSEC) in Alameda County who require Resource Parents with unique abilities and sensitivity.

3. Misperceptions about Resource Parenting

The recruitment efforts of DCFS staff are often impeded by shared public misperceptions about the experience of being a Resource Parent. Some of these are general, negative impressions that have taken root among the public and some are misperceptions based on outdated information.

a. Countering Negative Impressions

It is a challenge for DCFS to address what is perhaps the primary concern of prospective resource families—that they will be left on their own to deal with difficult situations. A survey of licensed resource families conducted by DCFS showed that some families felt they received insufficient support from DCFS in managing difficult behaviors of older youth, and some families surrendered their licenses following problematic placement experiences. Undeniably, resource parenting, like any type of parenting, can generate crisis situations. DCFS cannot train and prepare Resource Parents for every challenge that will arise in resource parenting; however, DCFS is dealing proactively with this issue and has implemented several preventative programs including the addition of a Client Advocate, so that Resource Parents will not feel isolated and under-equipped to handle challenges.

In addition to the guidance they receive from DCFS staff, Resource Parents are able to participate in one-on-one mentoring from experienced Resource Parents through the Alameda County Foster Parent Association. They also have the option of joining mentoring circles for peer support. A 24-hour parenting crisis line is available to them through a local non-profit organization, Family Paths. The crisis line is staffed by volunteers and licensed therapists who, through a contract funded by DCFS, are trained to support Resource Parents as well as other parents. Two additional non-profit community agencies are contracted by DCFS to provide weekly kinship support activities for foster children, Resource Parents, birth parents, relatives, and NREFMs. Activities include case management, afterschool homework help, and field trips or other structured weekend social activities.

An unfortunate concern that prospective Resource Parents often share with staff is the perception that they will not be seen as professional caregivers in their role as Resource Parents. Prospective Resource Parents may be concerned that others they interact with will perceive them as lacking training or decision-making authority; however, Resource Parents complete 20 hours of training before being approved, and they receive continuing education and guidance from DCFS once they begin fostering. In terms of decision-making, DCFS staff considers Resource Parents to be members of their foster children's professional teams of social workers, therapists, medical specialists, counselors, and teachers. Resource Parents also are considered

equal partners with birth parents in supporting the well-being of the foster children, youth, and NMDs in their care.

b. Countering Outdated Perceptions

The qualifications for becoming a Resource Parent have evolved to be more inclusive in the last few decades, so it is no longer the case, for example, that an older, divorced person who doesn't own a car would be discouraged from applying to be a Resource Parent. These and other qualifications have changed, although the information has yet to reach the public at large.

Individuals who are LGBTQ are eligible to apply to be Resource Parents, and DCFS is looking especially for Resource Parents to create homes for foster youth and NMDs who are transitioning between genders. Marital status is no longer an obstacle; many single and divorced individuals are currently Resource Parents. Candidates do not need to own a car or a home. They do not need to be college educated, and they can continue to work full time outside their homes while resource parenting. Older and retired adults often choose to contribute to their communities by becoming foster grandparents. There is a role for Resource Parents who want to work with foster children and youth who need long-term as well as short-term placements and a role for others who choose to foster NMDs.

In the past, applicants for resource parenting were presented with a formidable load of paperwork and months of classes before they could begin fostering. This is no longer the case. In response to feedback from community members, DCFS has streamlined the approval process. Applicants interested in fostering can complete the process in as few as three months. Furthermore, with help from technology, the paperwork burden has been reduced considerably. DCFS is in the process of implementing a user-friendly website that gives community members 24-hour access to their applications and tracks their progress in completing classes and other requirements. Community members can upload required documentation using computers and tablets as well as mobile phones, making it possible for community members who don't own home computers to apply to become Resource Parents.

4. Solutions

By saturating the media environment with the Alameda County Resource Parent Recruitment Campaign, DCFS plans to reach its objective of raising awareness, informing the public, and improving public perception about Alameda County's system of foster care. The media campaign also will target relatives, NREFM, and other specific groups of adults in the County. Each of the problems described in the three sections above—Continuing Evolution of Alameda County's Public Child Welfare System, Mismatches between Needs and Expectations, and Misperceptions about Resource Parenting—will be addressed in the campaign by providing engaging, informative, and realistic messages about resource parenting in Alameda County.

a. Building Public Awareness of New Challenges to Foster Care in Alameda County

A first step in improving public awareness of foster care in Alameda County is to make DCFS more visible and accessible. DCFS has received feedback from community members that the program is difficult to find and contact, which is a result of the County allocating limited resources to resource family recruitment efforts or to promoting its work through the media. Community members interested in foster parenting tend to search for DCFS, rather than DCFS searching for them. Therefore, creating a logo, webpage, media presence, and promotional materials such as brochures, posters, and fact sheets, is a priority for the campaign.

The campaign will inform and educate the public about the transformations happening in foster care under CCR, beginning with the change in terminology from *Foster Parent* to *Resource Parent*. This change is much more than semantic; it symbolizes a transformation in policy and perspective happening under CCR. The campaign will promote a modern image of foster care while informing the public about the challenges of CCR, which were highlighted earlier in this document:

- (1) Reducing the number of foster children, youth, and NMDs in group care;
- (2) Changing roles for Resource Parent;
- (3) Engaging more relatives and NREFM as Resource Parents;
- (4) Increasing the number of resource homes in neighborhoods where foster children, youth, and NMDs live; and
- (5) Striving for permanence by reducing the number of placements foster children, youth, and NMDs experience.

b. Closing the Gap between Needs and Expectations

For Alameda County community members to share in the solution of finding resource homes for older and special needs foster children, youth, and NMDs, the community must first be introduced to a realistic picture of the situation. The focus of the campaign will be the foster children who often go unnoticed by prospective Resource Parents. These groups include:

- (1) NMDs
- (2) Large sibling groups
- (3) Special needs children, youth, and NMDs with medical, emotional, behavioral, developmental, and educational challenges
- (4) LGBTQQ and transitioning children, youth, and NMDs
- (5) Pregnant or parenting youth
- (6) Commercially sexually exploited children

With the voluntary cooperation of resource families and foster children, youth, and NMDs who are currently involved in the County's public child welfare system, the contractor will be able to interview individuals during focus group meetings and create personal profiles to represent the foster care community. Birth parents that have successfully re-united with their children will also be invited to participate in the media campaign. From their stories, there is tremendous potential to create powerful illustrations of the ideal outcomes that can be achieved as a result of foster care.

A strong emphasis of the campaign will be reaching targeted audiences and convincing them of the critical importance of creating an extended community for foster children, youth, and NMDs. DCFS seeks to encourage the concept of building broader communities for each foster child, which is in direct contrast to the concept of having Resource Parents *save* children. The idea of saving children is an approach that was used in the past in recruitment campaigns by child welfare agencies; however, it is offensive to families, who are often working hard toward re-unification, and the idea runs counter to the primary goals of CCR.

DCFS staff will collaborate with the contractor to identify target markets, which will be based on geographical proximity to children needing resource homes, on kinship and fictive kinship status, and on factors such as the professions, expertise, and interests of individuals in a particular market. The recruitment emphasis will be targeted, rather than general, because research indicates that targeting specific groups of individuals is more productive than launching general recruitment campaigns.

DCFS staff is knowledgeable and realistic about the lengthy process of recruiting Resource Parents. Staff members know that the idea of becoming a Resource Parent is a seed that may need to germinate for months or years before a community member makes the actual decision to foster. Data gathered from new Resource Parents reveals that there is approximately one year between the time a prospective Resource Parent first learns about the need for more Resource Parents in his or her community and the time the community member picks up the phone to call the public child welfare agency.

c. Countering Misperceptions

One of the primary concerns of prospective Resource Parents is that they will be shouldering more responsibility than they can handle on their own when difficult situations arise. Therefore it's essential that the media campaign emphasize support and socializing that DCFS makes available to Resource Parents, such as mentoring, peer support, crisis lines, assistance from Client Advocates, and weekend and afterschool kinship activities.

Public child welfare agencies throughout the country have found that professionalizing the image of resource parenting has a positive effect on recruitment and improves the morale of Resource Parents. During the training courses for Resource Parents, DCFS staff members convey and reinforce the

expectation that high quality parenting is both attainable and sustainable. They also emphasize the role of Resource Parents as members of a professional team. Often Resource Parents are called on to use their experience and training to mentor biological parents, and regardless of where foster children, youth, and NMDs reside once they become adults, Resource Parents are encouraged to maintain lifelong connections with them and to become a part of their former foster children's extended support networks.

An upbeat part of the media campaign will be revealing to community members that many people who believe they lack the necessary qualifications to become Resource Parents are now eligible to apply. The campaign will set an inclusive tone and welcome diverse groups including individuals who may be (this is not an exhaustive list):

- (1) Divorced, single, or married
- (2) Older or retired
- (3) LGBTQQ or transitioning
- (4) Renters
- (5) Full-time workers
- (6) Interested in short or long-term fostering

Finally, to improve the approval process and make it less time-consuming, prospective Resource Parents will be invited to apply online using the new easy-to-use RFA website that minimizes paperwork. The website can be accessed from any online computer and from smart phones and tablets. The media campaign will show that, because of this improvement and others, the path for prospective Resource Parents moves more quickly than in the past from inquiry, to orientation, training, licensure, and placement.

C. BIDDER QUALIFICATIONS

Qualified Bidders are invited to submit a proposal in response to this RFP. Bidders and all subcontractors must meet each of the following minimum qualifications for the Bidder's response to this RFP to be considered.

1. Bidder shall be regularly and continuously engaged in the business of providing social marketing and public awareness campaigns for at least five years.
2. Bidder shall possess the qualifications and experience necessary to successfully achieve the performance measures and all permits, licenses, and professional credentials necessary to supply the products and perform the services specified under this RFP.
3. Bidder shall employ staff with professional training, experience, and ability to provide the services as specified under this RFP.

4. Bidder shall employ staff with previous experience creating media campaigns for diverse populations.
5. Bidder shall possess the ability to collect required data and submit accurate and timely reports to the County, comply with fiscal or program monitoring and assessment recommendations made by the County liaison, and execute all written corrective action plans generated thereby.
6. Bidder shall maintain statistical, financial, and other records and reports necessary for audit review by the County and assure the accuracy of the data.
7. Bidder currently suspended, under investigation, or restricted from providing these services by any government regulatory agency, will not qualify.

D. SPECIFIC REQUIREMENTS OF SERVICE DELIVERY

Alameda County DCFS intends to establish a vibrant and engaging mass media recruitment campaign with 40% of the budget focused on general recruitment methods and 60% on targeted recruitment methods to promote the positive aspects of resource parenting. DCFS intends to deliver a realistic message about the placement needs in Alameda County using billboards, the Internet, social media platforms, and local television and newspaper outlets. The recruitment campaign will be sustainable throughout the year. Deliverables of this project will include:

1. **Project Timeline/schedule.** During the first two weeks of the six-month contract term, Contractor will collaborate with DCFS to devise a timeline and schedule to implement the planning, design, delivery, and evaluation stages of the project.
2. **Project Plan.** During the first two months of the contract term, the Contractor will refine the original project plan submitted with the RFP and conduct a review of the research and best practices on recruiting resource families. The plan will identify the methods and target audiences for the social awareness and recruitment campaign and offer realistic strategies for conducting messaging that delivers successful results. Proposed strategies will cover both targeted and general recruitment.

In refining the campaign messaging and strategies, the Contractor will meet with DCFS staff, local resource families, reunified families, foster children, youth, non-minor dependents, and non-profit agencies who partner with DCFS to seek direct input from these individuals and groups. The input of these stakeholders will in turn influence and be incorporated into the design of the media campaign.

3. **Design of Outreach Materials.** By the end of the fourth month of the contract term, Contractor will have completed the creative development of materials for the campaign and had the materials approved by DCFS staff. Included will be a logo design and advertising copy for the website as well as for messaging via brochures, newspaper, television, radio advertising, billboards, posters, and social media.

4. **Delivery of Services.** In the last two months of the six-month contract period, Contractor will produce and distribute the new outreach materials through a multimedia campaign, launch the re-designed website, and go live with the social media campaign.
5. **Evaluation.** Contractor will provide monthly, written, narrative evaluations on its progress carrying out the project strategies and on its adherence to the project timeline/schedule. In addition, Contractor also will report on Performance Measures 1 and 2, explained in Items 1 and 2 of Section E below.

E. CONTRACT PERFORMANCE/REPORTS

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 which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? and Is anyone better off? A link to further information on RBA can be found at: <http://www.raguide.org/>.

The RBA framework establishes a partnership between the service provider and SSA.

1. How much was done?

Performance Measure 1. Number of activities delivered through the campaign strategies (TV commercials aired, billboards/transit ads placed, print/promotional materials distributed) and duration of media run. Bidder should specify the numbers/details of materials/advertisements they will deliver.

Deliverable: The contractor will provide a monthly report describing the details of the campaign strategies employed, including numbers distributed or reached, number of ads placed, etc. A comprehensive final report will also be submitted at the end of the six-month contract term describing all activities carried out under this campaign in detail.

2. How well was it done?

Performance Measure 2. Number of Alameda County residents reached, number of times reached (reach and frequency).

Deliverable: The contractor will state the total number of Alameda County residents reached through the campaign's strategies (mailings, billboards, radio, TV, etc.) and the number of times they were exposed to the ads in the monthly and final reports.

Performance Measure 3. 60% of potential Resource Parents attending an orientation will report that they saw the campaign.

Deliverable: SSA will administer a questionnaire at each orientation following the second month after the launch of the campaign requesting this information.

Performance Measure 4. 75% of potential Resource Parents attending an orientation who saw the campaign will report that they had a favorable impression of it.

Deliverable: SSA will administer a questionnaire at each orientation following the second month after the launch of the campaign requesting this information.

3. Are participants better off?

Performance Measure 5. Percent of website hits to SSA's informational website page for potential Resource Parents that exceed baseline.

Deliverable: SSA will establish a baseline of monthly hits to the website and track the number of hits per month after the launch of the campaign.

The service provider will be responsible for developing a system to collect data for Performance Measures 1 and 2. SSA will collect and analyze the data for Performance Measures 3, 4 and 5.

III. CALENDAR OF EVENTS

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.

EVENT	DATE/LOCATION	
Request Issued	September 28, 2017	
Written Questions Due	By 5:00 p.m. on October 10, 2017	
Networking/Bidders Conference #1	October 5, 2017 @ 10:00 AM to 12:00 Noon	at: Alameda County Social Services (North County) Cottonwood Room, #233 Second Floor 1111 Jackson Street Oakland, CA 94607
Networking/Bidders Conference #2	October 10, 2017@ 1:00 PM to 3:00 PM	at: Eden Area Multi-Service Center (South County) Wallflower Room, #651, Sixth Floor 24110 Amador Street Hayward, CA 94545
Addendum Issued	October 16, 2017	
Response Due	October 30, 2017 by 2:00 p.m.	
Evaluation Period	October 30 – November 21, 2017	
Vendor Interviews	November 16, 2016	
Board Letter Recommending Award Issued	November 21, 2017	
Board Consideration Award	December 19, 2017	
Contract Start Date	January 1, 2018	
Note: Award and start dates are approximate.		

NETWORKING/BIDDERS CONFERENCES

- A. Networking/Bidders conferences will be held to provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.
- B. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the Networking/Bidders conferences.
- C. Potential Bidders are strongly encouraged to attend Networking/Bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a Networking/Bidders conference will be added to the RFP Addendum. 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

A. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals that pass the initial Financial Stability Evaluation Criteria, which are determined on a pass/fail basis (Completeness of Response and Debarment and Suspension), will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience developing and implementing social awareness and recruitment campaigns in public sector service agencies. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the Contract Office, Social Services Agency only. Bidders 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. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

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(s) 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(s) that propose(s) the County the best quality for the County 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 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 500 hundred 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 interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references and oral interview.

If the two-stage approach is used, the two Bidders receiving the highest preliminary scores of at least 200 points will be invited to an oral interview. Only the Bidders 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 specification. 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.	<p>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.</p> <p>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.</p>	Pass/Fail
B.	<p>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.</p>	Pass/Fail
C.	<p>Agency Background/Relevant Experience:</p> <ol style="list-style-type: none"> 1. Bidder demonstrates that the mission of its organization is in accord with the goals of the Resource Parent Recruitment Campaign, and Bidder provides examples of prior social awareness and recruitment campaigns incorporating multiple types of media that the agency has conducted. (5 points) 2. Bidder demonstrates experience conducting social awareness and recruitment campaigns that specifically target resource parents or audiences similar to resource parents. (5 points) 3. Bidder demonstrates its staff has the background, education, and experience needed to research, develop, design, implement, and strategically manage the Resource Parent Recruitment Campaign. (5 points) 	Total of 15 points

D.	<p>Administrative/Organization Capacity:</p> <ol style="list-style-type: none"> 1. Bidder demonstrates that staff assigned to the project possess the cultural competencies necessary to work successfully with communities of color and with individuals of diverse language groups, cultures, ethnicities, religions, socio-economic classes, education backgrounds, ages, sexual orientations, and physical and mental challenges. (5 points) 2. Bidder demonstrates that staff assigned to the project are experienced at developing successful cooperative working relationships with staff, clients, and community partners. (5 points) 	Total of 10 points
E.	<p>Program Design, Implementation, and Timeline:</p> <ol style="list-style-type: none"> 1. Bidder provides an intentional, well-defined planning phase for the project, which allows time for research and development before the campaign is launched. (3 points) 2. Bidder provides a realistic timeline to complete the project successfully with the amount of staff Bidder has proposed for the campaign. (4 points) 3. Bidder creates a project plan that addresses the issues and challenges identified in Section II, B of the RFP document and proposes creative, feasible strategies that will yield successful results. (10 points) 4. Bidder provides details of campaign strategies that will be employed, including the number and types of media materials that will be distributed and the number of ads that will be placed, as specified in the RFP, Section II, D. (4 points) 5. Bidder integrates collaboration with DCFS and stakeholders into the program design. (4 points) 	Total of 25 points
F.	<p>Cost Efficiency/Fiscal Management:</p> <ol style="list-style-type: none"> 1. Bidder demonstrates sufficient fiscal management experience to maintain the accurate statistical, financial, and data records required by the County. (5 points) 2. Bidder describes adequate fiscal controls to be used for this project. (5 points) 3. Bidder describes the staffing levels and shows the costs associated with staffing for the project. (5 points) 	Total of 15 points
G.	<p>Performance Measures:</p> <ol style="list-style-type: none"> 1. Bidder designs a means of accurately capturing the data on media activities, which will be used in reporting on performance measures. (5 points) 2. Bidder designs a viable system for capturing data on the reach and frequency of the exposure of the campaign material, which will be used in reporting on performance measures. (5 points) <p>reach and frequency</p>	Total of 10 points

H.	References (See Attachment No. 1 – Bid Response Packet): References for the Bidder have been provided, and the County was able to verify a minimum of three references. (5 points)	Total of 5 points
I.	Oral Interview: The oral interview for the proposal shall not exceed 60 minutes. It may include responding to standard and specific questions from the County Selection Committee (CSC) regarding the Bidder's proposal. Scoring may be revised based on the oral interview. (20 points)	Total of 20 points
TOTAL		100 points

EXAMPLE – CSC RATING FORM			
SECTION 1: Minimum Bidder Requirements			
Requirement	Description	Yes/Pass	No/Fail
Completeness of Response	The RFP proposal is complete	[]	[]
Debarment and Suspension Certification	Bidder, its principal, and named subcontractors are not identified on the list located at www.sam.gov of federally debarred, suspended, or other excluded parties.	[]	[]

SECTION 2: Rating Elements					
Evaluation Criteria: In each area described below, evaluation will be made of the probability of success of the proposal and the risks associated with the proposed project.		Weight Point	x	Point Scale	Total points
Agency Background/Relevant Experience: “Does the proposal...”					
1. Demonstrate that the mission of the bidding organization is in accord with the goals of the Resource Parent Recruitment Campaign? Does Bidder provide past examples of conducting successful social awareness and recruitment campaigns incorporating multiple types of media?	5	X	Max 5 pt.	=	25
2. Demonstrate Bidder's experience conducting social awareness and recruitment campaigns that specifically targeted resource parents or populations similar to resource parents?	5	X	Max 5 pt.	=	25

3. Demonstrate the Bidder's staff has the background, education, and experience needed to research, develop, design, implement, and strategically manage the Resource Parent Recruitment Campaign?	5	X	Max 5 pt.	=	25
Subtotal – Agency Background/Relevant Experience	15	X	Max 5 pt.	=	75
Administrative/Organization Capacity: “Does the proposal...”					
1. Demonstrate that staff assigned to the project possess cultural competencies necessary to work successfully with communities of color and with individuals of diverse language groups, cultures, ethnicities, religions, socio-economic classes, education backgrounds, ages, sexual orientations, and physical and mental challenges?	5	X	Max 5 pt.	=	25
2. Demonstrate that staff assigned to the project are experienced at developing successful cooperative working relationships with staff, clients, and community partners?	5	X	Max 5 pt.	=	25
Subtotal – Administration/Organization Capacity	10	X	Max 5 pt.	=	50
Program Design, Implementation, and Timeline: “Does the proposal...”					
1. Provide an intentional, well-defined planning phase for the project, which allows time for research and development before the campaign is launched?	3	X	Max 5 pt.	=	15
2. Provide a realistic timeline to complete the project successfully with the amount of staff Bidder will assign to the campaign?	4	X	Max 5 pt.	=	20
3. Offer a project plan that addresses the issues and challenges identified in the RFP (Section II, B) and proposes feasible and creative strategies that will yield successful results?	10	X	Max 5 pt.	=	50
4. Specify the campaign strategies that will be employed, including the number and types of media materials that will be distributed and number of ads that will be placed, as specified in the RFP, Section II, D?	4	X	Max 5 pt.	=	20
5. Integrate collaboration with DCFS and stakeholders into the program design?	4	X	Max 5 pt.	=	20
Subtotal - Program Design, Implementation, and Timeline	25	X	Max 5 pt.	=	125

Cost Efficiency/Fiscal Management: “Does the proposal...”					
1. Demonstrate the Bidder has sufficient fiscal management experience to maintain accurate statistical, financial, and data records required by the County?	5	X	Max 5 pt.	=	25
2. Describe sufficient fiscal controls to be used for this project?	5	X	Max 5 pt.	=	25
3. Describe the staffing levels and costs associated with staffing for the project?	5	X	Max 5 pt.	=	25
Subtotal - Cost Efficiency/Fiscal Management	15	X	Max 5 pt.	=	75
Performance Measures: “Does the proposal...”					
1. Provide a viable plan for capturing and reporting on the amount of media activities?	5	X	Max 5 pt.	=	25
2. Provide a viable system for collecting quality data on the reach and frequency of the exposure of the campaign material and describe how to report it?	5	X	Max 5 pt.	=	25
Subtotal – Performance Measures	10	X	Max 5 pt.	=	50
References: (See Attachment No. 1 – Bid Response Packet)	5	X	Max 5 pt.	=	25
Oral Interview: Bidder completed an oral interview of not more than 60 minutes in length and successfully responded to standard and specific questions regarding the specific proposal.	20	X	Max 5 pt.	=	100
Subtotal – References and Oral Interview	25	X	Max 5 pt.	=	125
GRAND TOTAL	100	X	Max 5 pt.	=	500

B. CONTRACT EVALUATION AND ASSESSMENT

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

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

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

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

C. 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, fax, or US Postal Service mail, of the contract award recommendation, if any, by the Contracts Office, 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 response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's Bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
 3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.
 4. Any proposal/bids that contain false or misleading information may be disqualified by the County.

D. BID PROTEST/APPEALS 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 Bidders' 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 1111 Jackson Street, Suite 103, Oakland, CA 94607, Fax: (510) 839-0748, before 5:00 p.m. of the FIFTH 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 notify all Bidders of the protest as soon as possible.
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 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 of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid Protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bid.
 4. The decision of the SSA Finance Director on the Bid Protest may be appealed to the Auditor-Controller's Office of Contract Compliance Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, fax number (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidders affected by the 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 OCCR shall be in writing and submitted within five 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. An appeal received after the FIFTH business day following the date of issuance of the decision by the SSA Finance Director shall not be considered under any circumstances by the SSA or the Auditor-Controller OCCR.
 - 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 OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR 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. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the SSA Finance Director or department designee, and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a Bid process for ethical violations by SSA Contracts Office staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive Bid process, regardless of timing or the contents of a Bid Protest.
 - e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid Protest, and all Bidders affected by the decision.
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.

E. TERM/TERMINATION/RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be eight months with option to renew for two additional fiscal years. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked Bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.

2. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least 30 days' written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
3. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for two additional years at agreed prices with all other terms and conditions remaining the same.

F. PRICING

1. Prices quoted shall be firm for the first eight months of any contract that may be awarded pursuant to this RFP.
2. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
3. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
4. All prices are to be F.O.B. (Free On Board) destination. Any freight/delivery charges are to be included.
5. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
6. Taxes and freight charges:
 - a. The price(s) quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.
 - b. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the Bid.
 - c. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
 - d. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.

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. Bidders 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.

G. 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. 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 attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. The County reserves the right to award to a single or multiple Contractors.
5. The County has the right to decline to award this contract or any part thereof for any reason.
6. Any proposal/bids that contain false or misleading information may be disqualified by the County.
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 can be found online at: <http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>. The template contains minimal Agreement boilerplate language only.
10. The RFP specifications, terms, conditions and Exhibits, RFP Addenda, and Bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.
11. The Community Based Organization (CBO) Master Contract terms and conditions are non-negotiable.

H. METHOD OF ORDERING

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

I. 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 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. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
7. The County will pay Contractor monthly or as agreed upon, not to exceed the total contract award.

J. LIQUIDATED DAMAGES

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

K. 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 Social Services Agency staff 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 BIDDERS

A. 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. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of Bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on October 10, 2017 to:

Sally Ianiro, Program Financial Specialist
Alameda County Social Services Agency/Contracts Office
1111 Jackson Street, 1st Floor Suite 103
Oakland, CA 94607
E-Mail: sally.ianiro@acgov.org
PHONE: (510) 267-8633

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 <http://alamedasocialservices.org/public/index.cfm> to view current contracting opportunities.

B. 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. The Alameda County Social Services Agency Contracts Office 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:

Resource Parent Recruitment Campaign
RFP No. 2017-SSA-CFS-RPRC
ATTN: Sally Ianiro, Program Financial Specialist
Alameda County Social Services Agency/Contracts Office
1111 Jackson Street, 1st Floor, Suite 103
Oakland, CA 94607

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

3. Bidders are to submit one original hardcopy Bid (Attachment No. 1 – Bid Response Packet, including additional required documentation), with original ink signatures, plus six 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.

Bidders must also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an exact scanned image of the original hard copy 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. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS 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 CSC has completed its evaluation, an recommended award has been made by the CSC, 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 calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
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 180 days, unless otherwise specified in the Bid Documents.

C. 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. See Attachment No.1 – Bid Response Packet (separate file).
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.

Contract Reference No. _____

EXHIBIT A

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into on this ____ day of _____ 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 _____ 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.

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
1111 Jackson Street, 1st Floor, Suite 103
Oakland, Ca 94607-4860

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

COUNTY OF ALAMEDA		CONTRACTOR
By _____	By _____	Authorized Signature of Contractor
_____ President Alameda County Board of Supervisors	_____ Contractor Name	
_____ Date	_____ Title	
	_____ Street Address	
Approved as to form: _____ County Counsel		
By _____ Deputy County Counsel	_____ Federal ID No.	

EXHIBIT B

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. 2017-SSA-CFS-RPRC

INTENTIONALLY OMITTED



EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
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: \$1,000,000 per accident for bodily injury or disease
D	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required 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 as set forth in the Notices provision. 	

EXHIBIT D

VENDOR BID LIST

RFP No. 2017-SSA-CFS-RPRC

INTENTIONALLY OMITTED

ATTACHMENT NO. 1

RFP No. 2017-SSA-CFS-RPRC

RESPONSE PACKET (SEPARATE FILE)