

COUNTY OF ALAMEDA

REQUEST FOR PROPOSALS No. 2018-SSA-AAS-APSCM

for

APS Case Management Services (APSCM)

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: Brenden Anderson, Program Financial Specialist

Phone Number: 510 267-9451

E-mail Address: brenanders@acgov.org

RESPONSE DUE

by

2:00 p.m.

on

April 10, 2018

at

Alameda County Social Services Agency

Finance Division – Contracts Office

1111 Jackson Street, Suite 103

Oakland, CA 94607

Attention: Brenden Anderson

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL No. 2018-SSA-AAS-APSCM
SPECIFICATIONS, TERMS & CONDITIONS
APS Case Management Services

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I. ACRONYM AND TERM GLOSSARY –

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

APS	Adult Protective Services
APS Worker	Alameda County employees who provide protective services to help elder and dependent adults who have been abused and/or neglected
Bid	Shall mean the bidders’ response to this Request
Bidder	Shall mean the specific person or entity responding to this RFP
Board	Shall refer to the County of Alameda Board of Supervisors
CSC	County Selection Committee
Contractor	When capitalized, shall refer to selected bidder that is awarded a contract.
County	When capitalized, shall refer to the County of Alameda.
CDSS	California Department of Social Services
CFR	Code of Federal Regulations
DAP	Division of Adult Protection
DAAS	Department of Adult and Aging Services
DGS	California Department of General Services
Federal	Refers to United States Federal Government, its departments and/or agencies
GA	General Assistance
FY	State Fiscal Year, July 1 to June 30
Labor Code	Refers to California Labor Code
IRS	Information, Referrals, and Support
Proposal	Shall mean bidder response to this RFP
PO	Purchase Order(s)
Request for Proposal	Shall mean this document, which is the County of Alameda’s request for bidders’ proposals to provide the goods and/or services being solicited herein; also referred herein as RFP
Response	Shall refer to bidder’s proposal submitted in reply to RFP
RBA	Results-Based Accountability
SLEB	Small, Local and Emerging Business
SBA	Small Business Administration
SSA	Social Services Agency
SSI/SSDI	Social Security Income/Social Security Disability Insurance
State	Refers to State of California, its departments and/or agencies
Senior	Alameda County residents 65 years and older.

II. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe the case management services that the Social Services Agency (SSA), Department of Adult & Aging Services,

Division of Adult Protection (DAP) is seeking on behalf of Alameda County's most vulnerable adults.

DAP is soliciting proposals from public and nonprofit organizations qualified to provide case management services to Alameda County residents who are elder or dependent adults and who have experienced, or are experiencing abuse or neglect, including self-neglect. Funding for this Request for Proposals (RFP) has been allocated to DAP by the Alameda County General Fund. This funding helps provide a comprehensive and coordinated system of services for elders and dependent adults in need of protective services and who fall within the jurisdiction of Adult Protective Services (APS).

The County intends to award a single fiscal year contract (with option to renew for two additional fiscal years) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets the County's requirements. The actual contract award(s) are contingent upon the availability and receipt of funds from Alameda County government sources and are subject to the approval of the Alameda County Board of Supervisors.

This RFP calls for lead or sole provider agencies to provide programmatic, fiscal, and reporting administration for case management of elder and dependent adults residing in defined geographic service regions within Alameda County, who have been referred to the agency by DAP. Bidders may submit separate proposals for one or more service areas. The County will maintain the right to determine fund award levels and related units of service based on number of awards to be recommended and within the threshold of funding available for this project.

B. SCOPE

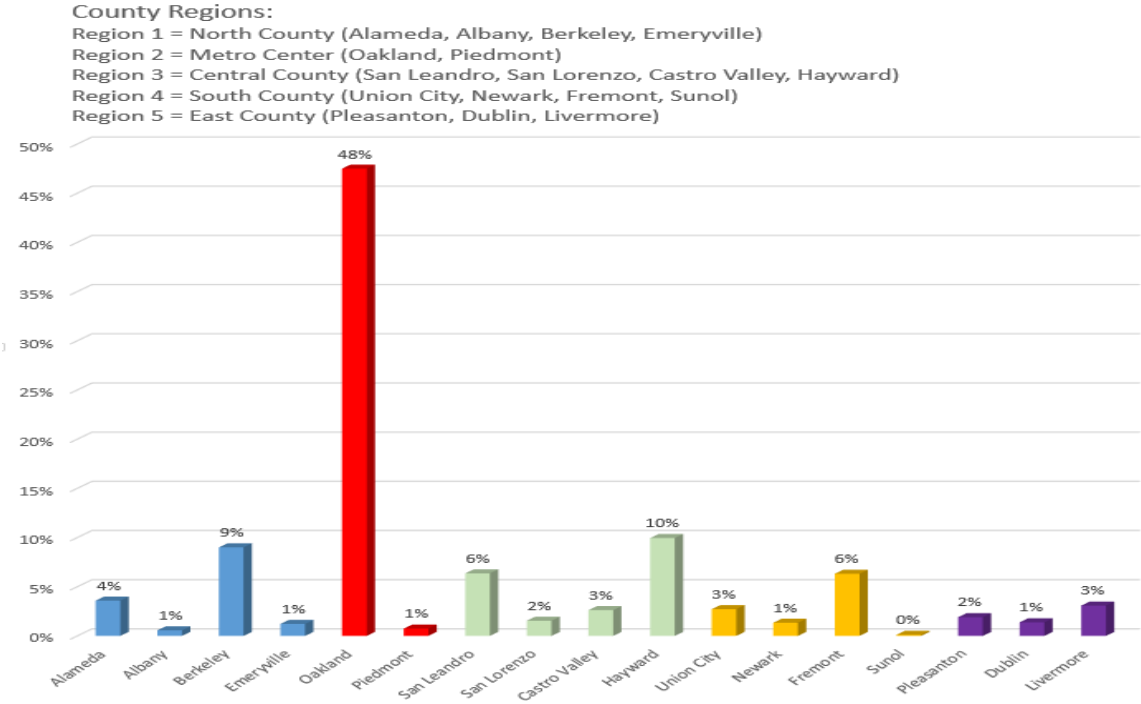
The DAP is seeking case management services to provide the support and structure necessary for a referred adult, who has had abuse/neglect or self-neglect mitigated by APS, to live safely in the least restrictive environment possible. These services are to be available to elders and dependent adults who reside in other than a long-term care facility, state hospital or state developmental center within Alameda County and who are referred to the contractor(s) by APS.

Services are to be provided to adult clients that have been determined by the APS Program to be at risk of recurring incidents of abuse/neglect or self-neglect without the help of a case manager and linkages to supportive services. APS Workers must develop a service plan to mitigate the abuse and possibility of future abuse. These plans are included at the time of referral to the Service Provider(s), providing a potential client specific action plan for case managers to use. The case manager, in collaboration with the client, may modify and amend the service plan as they evaluate the needs of the client. The case manager will identify, arrange, and ensure the delivery of services, including, but not limited to, establishing benefits, in-home care providers, referrals to money management services and assistance with locating short and long-term housing possibilities. While the length of time necessary to assist each client will vary per client, this contract is not for long-term case management services; the expected life of each case is six months or less.

C. BACKGROUND

APS responds to reports from individuals, concerned citizens, social service and health providers, and law enforcement representatives about adults with developmental disabilities, physically and mentally disabled adults, and the elderly, who may be physically or financially abused, neglected, or exploited. Regardless of income, APS serves adults age 65 and older, and ages 18 to 64, who because of mental or physical disability, are unable to resist abuse or neglect and are in need of protective services.

In Alameda County, approximately 4,500 cases are referred to APS each year for investigation. Of these, 46% are cases of self-neglect and 54% are cases of abuse perpetrated by another. Cases include allegations of neglect as well as financial, psychological/mental and/or physical/sexual abuse. Victims of abuse live throughout Alameda County. Please review the graph below for a snapshot of locations where APS receives client cases. Victims of elder and dependent adult abuse are homeowners, renters and the homeless; they reflect our County’s population with their language diversity and cultural needs.



APS Workers are often the first on the scene in crisis situations, requiring immediate action to stop or mitigate abuse. APS works with clients who may have experienced the following, but not be limited to:

1. Extreme cases of neglect, ranging from lack of adequate food to poor hygiene to bed-sores;
2. Physical and sexual abuse, possibly leaving bruises, welts, cuts, broken bones, sores and burns;

3. Mental and psychological abuse by caretaker or other trusted person;
4. Financial abuse, ranging from a caretaker using the victim's financial resources for their own needs to arranging for a victim to sign property transfers;
5. Isolation of the victim, where a caretaker has restricted visits and phone calls; and
6. Dementia or some other condition that compromises an individual's capacity.

Through investigation and linkages to community-based services, APS mitigates confirmed abuse and neglect allegations. Because this is a voluntary program, clients can refuse services. Therefore, the ability to engage and develop relationships is critical to stabilizing vulnerable adults in the least restrictive setting.

APS clients often need continued support after their APS case closes, in order to prevent a reoccurrence of the original allegation(s) of abuse and to minimize the risk to other forms of abuse or neglect. DAP will identify a small cohort of elder and disabled adults, for whom case management will make a significant difference in ensuring successful linkage to services. This cohort often falls through the cracks until another emergency arises, further traumatizing clients, creating cycles of recidivism and causing stress to our first responder system. Effective case management will coordinate and launch the services necessary to ensure an effective plan for a safe and stable living environment.

D. BIDDER QUALIFICATIONS

1. Bidder(s) must demonstrate that their staff of Case Managers possess a bachelor's degree in social work, health care or a related field and have a minimum of one year's experience in a health or social services specialty such as geriatrics/gerontology or developmental disabilities. Graduate field placement in a health or social services specialty such as geriatrics/gerontology or developmental disabilities may be substituted for one year of experience.
2. Bidder(s) must be able to provide coverage for all clients, regardless of Case Management staff vacations, illnesses, and other absences to the extent necessary to ensure consistent service provision throughout the contract period.
3. Bidder(s) must provide, if not proposing services as a sole service contractor, but as a lead agency with subcontractors – at least two years of successful experience – in a service collaborative of two or more providers.
4. Bidder(s) must have at least three years of successful case management programming and engagement in elder, and/or dependent adult related activities.
5. Bidder(s) shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

E. SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY

1. A pool of approximately 100 seniors per year will be referred to the provider(s); it is assumed that a case manager will spend an average of 40 hours per case for approximately six months or less; and that one FTE will carry a caseload of 25 cases.

2. The proposal should include a proposed method to track number of clients of case management, with additional tracking of hours and duration of case.
3. The proposal should reflect intent to carry a case for no more than six months.
4. The proposal should reflect the intent to incorporate the following processes:
 - a. Contractor will acknowledge receipt and confirm to APS the case manager assignment within 24 hours of receipt of referral;
 - b. Case manager will consult with referring APS Worker regarding client background information, recommended service plan (provided by APS Workers in initial referral) and home visit plan;
 - c. Initial visit by case manager will occur within 2 weeks of referral;
 - d. Service provider(s) are required to use an intake form, and complete a face to face functional assessment and psychosocial assessment;

If the case manager's completed functional assessment and psychosocial assessment indicate modifications to the APS recommended service plan, case manager will update APS program of changes;
 - e. Case monitoring through the life of the case:
 - (1) Case monitoring will consist of initial contact with the client within one week after any new service has commenced to assure timeliness, and client satisfaction with services; and at least monthly thereafter;
 - (2) A home visit at least every 30 days for the life of the case;
 - (3) Monitoring may be conducted by phone and/or home visit at the discretion of case management staff; and
 - (4) Volunteers and student interns may perform some of the monitoring under the supervision of the case manager.
 - f. At case closure or at six months, whichever is sooner, a reassessment will occur consisting of a repetition of the initial, complete assessment interview (except for obvious demographic data that may not change) and must be conducted in the client's place of residence.
 - g. The six month reassessment will be:
 - (1) A final reassessment and case closure report submitted to APS within two weeks of closure;

OR

- (2) A report outlining the need for an exception and extension of case management services;
5. Case managers' experience and trainings should include, but are not limited to, working with clients who need assistance with:
 - a. Recognizing and coordinating care for early stages of dementia;
 - b. Identifying and facilitating appropriate out-of-home placement (such as skilled nursing facilities, board and cares, etc.);
 - c. The application process and care provider selection for In-Home Supportive Services (IHSS) or the selection of other care providers;
 - d. The application process for state issued IDs, Medi-Cal, SSI/SSDI or other pensions;
 - e. Selection and coordination of representative payee services; and
 - f. Coordinating senior services, such as Meals-on-Wheels, Friendly Visitors, transportation (i.e. Paratransit).
6. Services must be accessible to all clients, with at least one meeting in person at the client's home (additional meetings may be at alternative locations).
7. Service must be available throughout Alameda County or within one of the defined service areas.
8. Programs must utilize the views of participants when evaluating the effectiveness of services received.
9. Successful bidder must be able to develop measurable performance outcomes for all services delivered.
10. Successful bidder must have in place a written complaint resolution process for clients receiving services funded by these programs.

F. DELIVERABLES/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 that 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? 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.

In addition to the performance measures, SSA will be conducting an evaluation on this program that will entail data matching with our internal database. Bidders will be

responsible for providing both aggregate and individual client data. The performance measures and the deliverables are described below.

How much was done?

Performance Measure 1: Number of clients enrolled in case management?

Performance Measure 2: Average number of hours per case?

Performance Measure 3: Average number of months a case is open?

Deliverable:

Service Provider will report, either monthly or quarterly, the number of new clients enrolled, the average number of hours per case, the average number of months a case is open.

How well was it done?

Performance Measure 4: Percent of clients who were referred to Case Management Services by APS and were enrolled in Case Management services by Service Provider(s)?

Performance Measure 5: Percent of clients who were enrolled in Case Management services and completed an assessment?

Performance Measure 6: Percent of clients who were enrolled who did not have a face-to-face meeting with a Case Manager prior to case closure?

Deliverable:

Service Provider(s) will report, either monthly or quarterly; the % of clients who were referred and enrolled in services; the % of clients who enrolled and completed an assessment; and the % of case closures, which had no face-to-face contact.

Are participants better off?

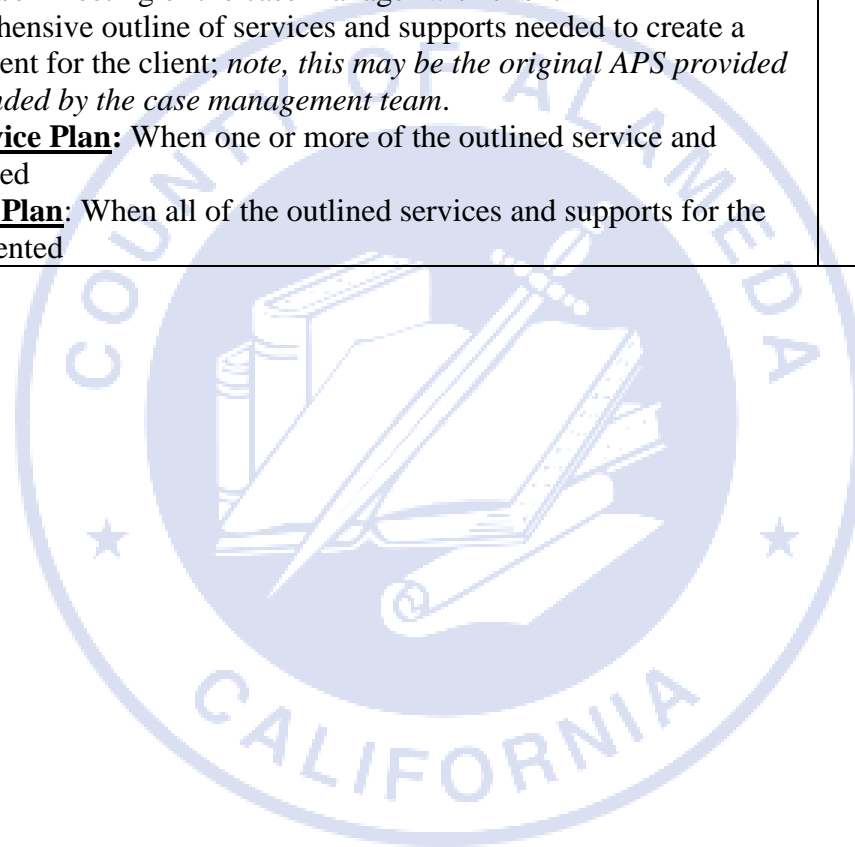
Performance Measure 7: Percent of clients who were enrolled and partially implemented their service plan upon case closure?

Performance Measure 8: Percent of clients with a fully implemented service plan upon case closure?

Deliverable:

Service Provider will report, either monthly or quarterly, the % of case closures, with service plans partially implemented, and the % of case closures, with service plans fully implemented.

Definitions	<p><u>Enrolled:</u> The status of a client with whom a case manager has directly confirmed their interest/intent to use case management.</p> <p><u>Initial Assessment:</u> A functional and psychosocial assessment of the client’s safety and well-being, used to determine if modifications to APS provided service plan are warranted.</p> <p><u>Face-to-Face:</u> An in-person meeting of the case manager with client</p> <p><u>Service Plan:</u> A comprehensive outline of services and supports needed to create a safe and stable environment for the client; <i>note, this may be the original APS provided service plan or one amended by the case management team.</i></p> <p><u>Partially Executed Service Plan:</u> When one or more of the outlined service and supports has been executed</p> <p><u>Fully Executed Service Plan:</u> When all of the outlined services and supports for the client have been implemented</p>	
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III. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	February 22, 2018	
Written Questions Due	by 5:00 p.m. on March 8, 2018 (Day of last Bidders Conference)	
Networking/Bidders Conference #1	Thursday, March 8, 2018 @ 10:00 am	at: <u>Sobrante Park Room 14</u> Eastmont Center 6955 Foothill Blvd., Suite 14 Oakland, CA 94605-2421
Networking/Bidders Conference #2	Thursday, March 8, 2018 @ 2:00 pm	at: <u>Turner Court Conference Room 230A</u> Alameda County Public Works Agency 951 Turner Court Room 230A Hayward, CA 94544
Addendum Issued	March 16, 2018 (Tentative)	
Response Due	April 10, 2018 by 2:00 pm	
Evaluation Period	April 13-23, 2018	
Vendor Interviews	April 24-27, 2018	
Board Letter Recommending Award Issued	May 1, 2018	
Board Consideration Award Date	June 5, 2018	
Contract Start Date	July 1 2018	

Note: Award and start dates are approximate.

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

B. NETWORKING/BIDDERS CONFERENCES

1. Networking/bidders conferences will be held to:
 - a. Provide an opportunity for Small, Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
 - b. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.

- c. Provide the County with an opportunity to receive feedback regarding the project and RFP.
2. The list of bidder conference attendees will be released in the addendum.
3. Questions will be addressed in an RFP Addendum following the networking/bidders conference(s). Should there be a need to amend or revise the RFP, a revised Addendum will be issued.
4. 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 Evaluation Criteria, which are determined on a pass/fail basis (Completeness of Response, Financial Stability, 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 in case management services and/or working with vulnerable adults. 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 proposes to 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 five-hundred fifty points.

The evaluation process will 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 reference checks, and oral interviews. The preliminary scoring will be based on the total points excluding points allocated to reference and oral interview (including 10% SLEB preference). Bidders must score at least 200 points to pass the first round. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

The final round will add the points allocated to references, and oral interview and include 10% SLEB preference when applicable.

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 /	Exceeds expectations, very innovative, clearly superior to that which

	Exceptional	is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.
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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: Bidders, 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: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:</p> <ol style="list-style-type: none"> 1. Bidder describes their agency’s history, background and current business entity/structure (e.g. sole proprietorship, partnership, corporation, etc). (2 points) 2. Bidder describes their past experience and performance in supporting this type of contract with governmental and non-profit agencies. (3 points) 3. Bidder describes their understanding of the issues surrounding vulnerable adults, both elderly and/or dependent adults. (5 points) 4. Bidder describes their experience case managing similar caseloads for seniors. (5 points) 	< 15 > Points
D.	<p>Administration/Organizational Capacity/Staffing: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:</p> <ol style="list-style-type: none"> 1. Bidder describes their staffing levels and needs, include number of FTE staff and expected caseload per staff. (5 points) 2. Bidder describes their evidence of capacity to cover service area adequately and provide coverage for all clients, regardless of Case 	< 25 > Points

	<p>Management staff vacations, illnesses, and other absences. (5 points)</p> <p>3. Bidder describes how they address situational sensitivity and culturally appropriate services; including accommodations for language and/or cultural differences. (5 points)</p> <p>4. Bidder describes their capacity and staffing to collect, analyze, report and ensure data quality on client outcomes and RBA Performance Measures.. (5 points)</p> <p>5. Bidder describes the qualifications and experience of their direct staff and management, who will participate in the program, to achieve the required outcomes. (5 points)</p>	
<p>E.</p>	<p>Program Design/Implementation Plan/Schedule:</p> <p>1. Bidder describes their Program Design, include your robust plan for engaging and managing client relationships. (5 points)</p> <p>2. Bidder describes their scope of work and details of program implementation and flow of services for clients, including program schedules and staff access availability. (5 points)</p> <p>3. Bidder describes their vision for, and commitment to, serving vulnerable adults; please include a description of your capacity to focus on the health and well-being of clients, and your tenacity and persistence in coordinating appropriate services and providers. (5 points)</p> <p>4. Bidder describes their knowledge and ability to manage case management programs; including outreach and engagement, identifying, facilitating and coordinating services. (5 points)</p> <p>5. Bidder describes how their program design will meet the performance goals. (5 points)</p>	<p style="text-align: right;">< 25 > Points</p>
<p>F.</p>	<p>Financial Management:</p> <p>1. Bidder describes their financial management systems that include: a) Maintenance of accurate financial records; and b) Compliance with federal, state, and or local reporting systems. (5 points)</p> <p>2. Bidder describes their organization’s fiscal stability, management experience and the fiscal controls that will be used. (5 points)</p> <p>3. Bidder describes how their costs are reasonable and appropriate as per the industry standards. (5 points)</p>	<p style="text-align: right;">< 15 > Points</p>

	<p>First Round of Scoring Bidder must score a minimum of 200 points to move to Second Round. (10% SLEB Preference is added at the end of Round One and Round Two.)</p>	Possible 0 - 400
G.	<p>References (See Attachment No. 1 – Bid Response Packet) References for the bidder have been provided, and the County was able to speak with a minimum of three references in order to verify. (5 points)</p>	< 5 > Points
H.	<p>Oral Interview: The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. The scoring may be revised based on the oral interview. (15 points)</p>	< 15 > Points
I.	<p>SLEB Preference <i>5% for SLEB Certified. 5% for Local Vendor (within Alameda County).</i></p>	Up to 10%



EXAMPLE - CSC RATING FORM

SECTION 1: Minimum Bidder Requirements

A. The RFP Proposal is complete. [] yes/pass [] no/fail

B. Debarment & Suspension Certification: [] yes/pass [] no/fail

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.

SECTION 2: Rating Elements

Evaluation Criteria: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:	Weight Point	X	Point Scale	=	Total Point
<i>C. Agency Background & Relevant Experience (possible 75 points)</i> "How well does..."					
1. Bidder describes their agency's history, background and current business entity/structure (e.g. sole proprietorship, partnership, corporation, etc.).	2	X	Max 5 pt.	=	10
2. Bidder describes their past experience and performance in supporting this type of contract with governmental and non-profit agencies.	3	X	Max 5 pt.	=	15
3. Bidder describes their understanding of the issues surrounding vulnerable adults, both elderly and/or dependent adults.	5	X	Max 5 pt.	=	25
4. Bidder describes their experience case managing similar caseloads for seniors. (5 points)	5	X	Max 5 pt.	=	25
Background and Experience Subtotal	15	X	Max 5 pt	=	75
<i>D. Administration/Organizational Capacity/Staffing (possible 125 points)</i> "How well does...."					
1. Bidder describe their staffing levels and needs, include number of FTE staff and expected caseload per staff.	5	X	Max 5 pt.	=	25
2. Bidder describe their evidence of capacity to cover service area adequately and provide coverage for all clients, regardless of Case Management staff vacations, illnesses, and other absences.	5	X	Max 5 pt.	=	25
3. Bidder describe how they address situational sensitivity and culturally appropriate services; including accommodations for language and/or	5	X	Max 5 pt.	=	25

cultural differences.					
4. Bidder describe their capacity and staffing to collect, analyze, report and ensure data quality on client outcomes and RBA Performance Measures.	5	X	Max 5 pt.	=	25
5. Bidder describes the qualifications and experience of their direct staff and management, who will participate in the program, to achieve the required outcomes.	5	X	Max 5 pt.	=	25
Administration/Capacity/Staffing Subtotal	25	X	Max 5 pts	=	125
E. Program Design/Implementation Plan/Schedule (possible 125 points) “How well does....”					
1. Bidder describes their Program Design, include your robust plan for engaging and managing client relationships.	5	X	Max 5 pt.	=	25
2. Bidder describes their scope of work and details of program implementation and flow of services for clients, including program schedules and staff access availability.	5	X	Max 5 pt.	=	25
3. Bidder describes their vision for, and commitment to, serving vulnerable adults; please include a description of your capacity to focus on the health and well-being of clients, and your tenacity and persistence in coordinating appropriate services and providers.	5	X	Max 5 pt.	=	25
4. Bidder describes their knowledge and ability to manage case management programs; including outreach and engagement, identifying, facilitating and coordinating services.	5	X	Max 5 pt.	=	25
5. Bidder describes how their program design will meet the performance goals.	5	X	Max 5 pt.	=	25
Program Design/Implementation/Schedule Subtotal	25	x	Max 5 pt	=	125
F. Financial Management (possible 75 points) “How well does....”					
1. Bidder describes their financial management systems that include: a) Maintenance of accurate financial records; and b) Compliance with federal, state, and or local reporting systems.	5	X	Max 5 pt.	=	25
2. Bidder describes their organization’s fiscal stability, management	5	X	Max	=	25

experience and the fiscal controls that will be used.			5 pt.		
3. Bidder describes how their costs are reasonable and appropriate as per the industry standards.	5	X	Max 5 pt.	=	25
Financial Management Subtotal	15	X	Max 5 pt.	=	75
First Round of Scoring Bidder must score a minimum of 200 points to move to Second Round. (10% SLEB Preference is added at the end of Round One and Round Two.)	80	X	Max 5 pt.	=	400
G. References (possible 25 points)					
Did the Bidder provide references and was the County able to speak and verify with a minimum of three references? (See Attachment No. 1 – Bid Response Packet)	5	X	Max 5 pt.	=	25
References Subtotal	5	X	Max 5 pt.	=	25
H. Oral Interview (75 possible points)					
The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. The scoring may be revised based on the oral interview.	15	X	Max 5 pt.	=	75
Oral Interview Subtotal	15	X	Max 5 pt.	=	75
Grand Total	100	X	5	=	500
I. SLEB Preference (Up to 10%) 5% for Certified SLEB. 5% for Local Vendor (within Alameda County).	Up to 10	X	5		Up to 50
Grand Total + SLEB Preference	110	X	5	=	550

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 that 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 .

D. BID PROTEST/APPEALS PROCESS

The County prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish 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 transmit a copy of the bid protest to all Bidders 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 Bidder on the RFP.
 4. The decision of the SSA Finance Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & 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 one fiscal year with option to renew up to 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 thirty 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 an additional two years at agreed prices with all other terms and conditions remaining the same.

F. PRICING

1. Prices quoted shall be firm for the first 12 months of any contract that may be awarded pursuant to this RFP.
2. Price escalation for the second and third years of any contract awarded as a result of this RFP shall not exceed the percentage increase stated by Bidder on the Bid Form, Exhibit A – Bid Response Packet.
3. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
4. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
5. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
6. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
7. 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.
8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

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. Partial awards may be made. Multiple awards in the same program region may be granted.
3. Small, Local and Emerging Business (SLEB): The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.
- As a result of the County's commitment to advance the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
- <http://acgov.org/auditor/sleb/overview.htm>
- For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 624120, 624190, 621420.
- A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
- An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits 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.
5. 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.
6. The County reserves the right to award to a single or multiple Contractors.
7. The County has the right to decline to award this contract or any part thereof for any reason.
8. Board approval to award a contract is required.
9. Any proposal/bids that contain false or misleading information may be disqualified by the County.

10. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
11. 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.

12. 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.
13. 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.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total 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. PERFORMANCE REQUIREMENTS

Please See the Reporting and RBA Requirements in Section II.F.

L. ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards and work with the Social Services Agency Department of Aging and Adult Services 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 February 9, 2018 to:

Brenden Anderson, Program Financial Specialist
Alameda County Social Services Agency/Contracts Office
1111 Jackson St., Suite 103
Oakland, CA 94607
E-Mail: brenanders@acgov.org
PHONE: (510) 267-9451

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:

APS Case Management Services
RFP No. 2018-SSA-AAS-APSCM

Brenden Anderson, Program Financial Specialist
Alameda County Social Services Agency/Contracts Office
1111 Jackson St., 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 five 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. Bidders may submit separate proposals for one or more service areas. Bidders’ 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.



EXHIBIT A

Contract Reference No. _____

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 St. Suite 103
Oakland, CA 94607

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

COUNTY OF ALAMEDA

CONTRACTOR

By _____

President Alameda County Board of Supervisors

Contractor Name

Street Address

By _____

Authorized Signature of Contractor

Approved as to form:

Title

_____, County Counsel

Federal ID No _____

By _____
Deputy County Counsel

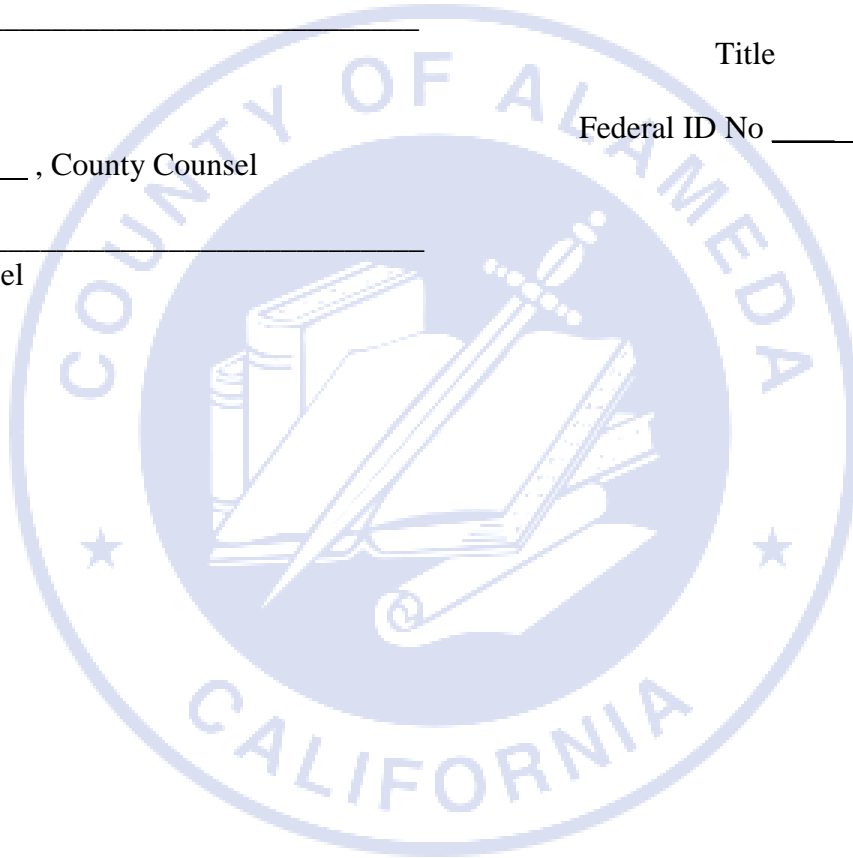


EXHIBIT B

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. 2018-SSA-AAS-APSCM

INTENTIONALLY OMITTED

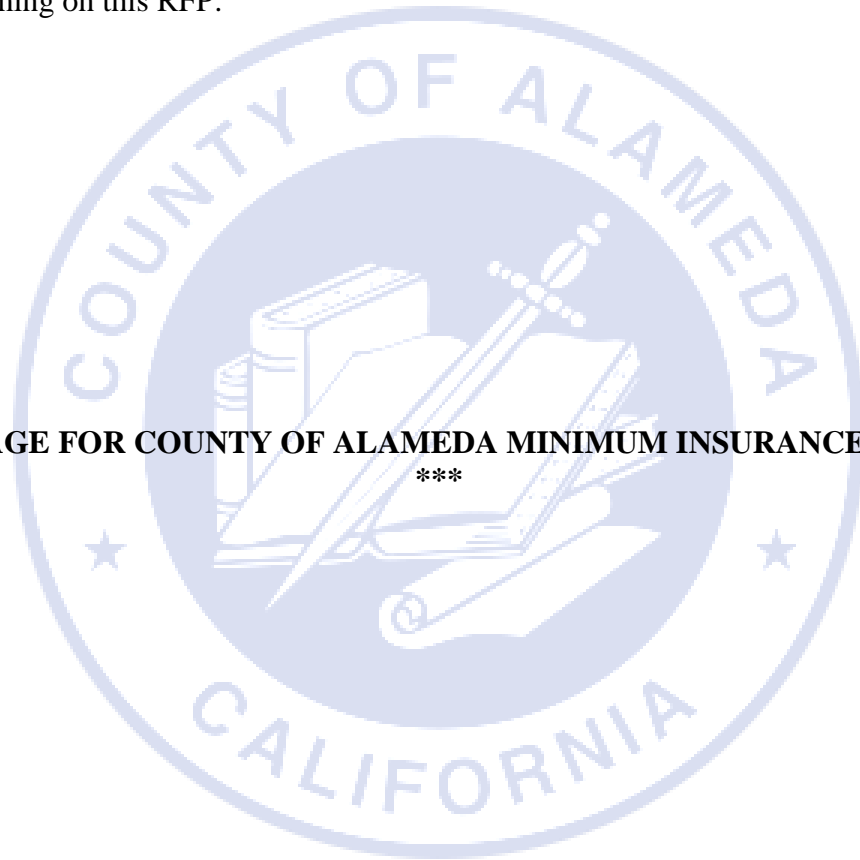


EXHIBIT C

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 insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PROFESSIONAL LIABILITY, PERSONAL AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Alameda County Social Services/Contracts Office, 1111 Jackson St., Suite #103, Oakland, CA 94607 Attn: Insurance Unit With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

EXHIBIT D

VENDOR BID LIST

RFP No. 2018-SSA-AAS-APSCM

INTENTIONALLY OMITTED



EXHIBIT E

EXAMPLE - ANNUAL QUALITY ASSURANCE REPORT

Insert Contractor Name

FY Insert Annual Quality Assurance Report

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



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



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



4. What strategies are you implementing to address these challenges and/or limitations?



ATTACHMENT NO. 1

BID RESPONSE PACKET (SEPARATE FILE)

