

# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL No. 2017-SSA-IRSS

for

## IMMIGRANT AND REFUGEE SUPPORT SERVICES

For complete information regarding this project, see RFP posted at  
[http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](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: Naima Jameson, Program Financial Specialist

Phone Number: (510) 267-8632

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

### RESPONSE DUE

by

**2:00 p.m.**

on

**June 6, 2017**

at

Alameda County Social Services Agency  
Finance Division – Contracts Office  
1111 Jackson Street, 1<sup>st</sup> Floor, Suite 103  
Oakland, CA 94607  
Attention: Naima Jameson

**COUNTY OF ALAMEDA**  
**REQUEST FOR PROPOSAL No. 2017-SSA-IRSS**  
**SPECIFICATIONS, TERMS & CONDITIONS**  
**IMMIGRANT AND REFUGEE SUPPORT SERVICES**

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- ATTACHMENT NO. 1 - BID RESPONSE PACKET

## **I. ACRONYM AND TERM GLOSSARY**

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

ACILEP	Alameda County Immigrant Legal and Education Partnership
OCCR	Auditor-Controller's Office of Contract Compliance
Bid	Shall mean the bidders' response to this Request
Bidder	Shall mean the specific person or entity responding to this RFP
Board	Shall refer to the County of Alameda Board of Supervisors
CBO	Community Based Organization
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
CFR	Code of Federal Regulations
Federal	Refers to United States Federal Government, its departments and/or agencies
FY	Fiscal Year
Labor Code	Refers to California Labor Code
IRS	Information, Referrals, and Support
Proposal	Shall mean bidder/contractor response to this RFP
PO	Purchase Order(s)
Request for Proposal	Shall mean this document, which is the County of Alameda's request for contractors'/bidders' proposal 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 Emerging Business
SSA	Alameda County Social Services Agency
State	Refers to State of California, its departments and/or agencies

## **II. STATEMENT OF WORK**

### **A. INTENT**

It is the intent of these specifications, terms and conditions to administer a fund for the defense and protection of Alameda County's immigrant, refugee and asylee communities through know-your-rights education and coordinated rapid response, community responders and links to legal consultation and representation. The County intends to award a two year contract beginning July 1, 2017 – June 30, 2019 to the bidder(s) selected as the most responsible bidder(s) whose response conforms to this Request for Proposals (RFP) and meets the County's requirements. The successful bidder(s) will collaborate with the Alameda County Immigrant Legal and Education Partnership (ACILEP).

### **B. SCOPE**

1. Develop a Rapid Response team to assist undocumented residents who are threatened with detention or deportation or who are impacted by immigration enforcement activity.
2. Coordinate weekly or more frequent presentations and/or forums for approximately 1,500 Alameda County residents at schools, places of worship, health clinics and other trusted community locations and create relevant informational and referral materials in multiple languages.

Presentations can be small informational workshops or presentations provided at schools, community based organizations, community sites, religious or governmental institutions. Forums are defined as larger group meetings open to attendance by audiences including but not limited to community members, faith based leaders, county staff and elected officials.

3. Assign a staff member as project lead to collaborate with ACILEP's Know-Your-Rights Coordinator and partner providers. The project lead will coordinate with legal services providers to develop and conduct informational presentations, as well as disseminate information about hotline usage and guidance on individual family emergency planning.
4. Refer clients to ACILEP for free legal consultation and representation.
5. Provide information in the form of brochures, presentations, consultations, etc., on citizenship preparation and naturalization processes.
6. Coordinate with faith based leaders, school districts, individual schools, health clinics and other medical and mental health providers throughout Alameda County to have a dedicated partnership and points of contact for support services.
7. Engage volunteer community members as rapid responders.

8. Meet with partners on a monthly basis to review services provided and ensure coordination of services and geographical coverage.
9. Coordinate with SSA to ensure SSA clients are being served.

C. **BACKGROUND**

California has more immigrants than any other state. Most immigrants are documented residents; however, approximately six percent of Alameda County residents, or 105,000, are undocumented. Undocumented residents face threats of separation from family and community due to detention and deportation. Alameda County Social Services Agency (SSA) seeks to assist immigrants, refugees and asylees in knowing their rights, gaining access to legal consultation and representation, and taking steps toward obtaining legal status that can lead to citizenship, family unification, health care, increased educational opportunities and fuller participation in community life.

D. **BIDDER QUALIFICATIONS**

This RFP is open to Alameda County community based organizations that meet the following criteria:

1. Bidder shall have at least five years of experience serving the immigrant, refugee and asylee population in Alameda County.
2. Bidder shall not discriminate based on race, color, national origin, citizenship status, creed, religious affiliation, age, gender, marital status, sexual orientation, gender identity, disability, veteran status or any other protected status under applicable law. If the proposing organization only serves a specific population, e.g., women or specific ethnic populations, SSA will consider the proposal on a case-by-case basis.
3. Bidder shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.
4. Bidder shall employ staff with experience and expertise to provide the services as described in this RFP.

E. **SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY**

1. Contractor will maintain staff that have:
  - a. A demonstrated track record of providing successful immigrant and refugee services to the desired population.
  - b. Experience and expertise in working with diverse populations.
  - c. The language capacity necessary to serve a linguistically diverse population.
  - d. The qualifications and experience necessary to successfully achieve required performance measures.
  - e. The ability to collect required data and submit accurate and timely reports to the County.

2. Contractor will maintain statistical, financial, and other records and reports necessary for audit review by the County and ensure the accuracy of data.

## F. DELIVERABLES / REPORTS

Contractor will submit a semi-annual or other interim report to the County containing data that will be determined by the County and Contractor at the time of contract negotiations.

SSA has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? and Is anyone better off? The RBA framework establishes a partnership between the service provider and SSA. Bidders will be responsible for providing both aggregate and individual client data. The performance measures and the deliverables are described below. A link to further information on RBA can be found at: <http://www.raguide.org/>.

### **How much was done?**

Performance Measure 1. Perform weekly Know Your Rights forums and presentations to Alameda County residents.

Deliverable: Contractor will distribute, collect and compile sign in sheets at the end of each forum to inform deliverables. Contractor shall include the type of forum or presentation given.

### **How well was it done?**

Performance Measure 2. 80 % of weekly meetings/presentations/forums will have 10 or more participants at each meeting.

Deliverable: Contractor will ensure adequate attendance and participation through outreach and marketing activities via print, online or social media publicity. Contractor will track number of attendees at each meeting with sign in sheets or administrative tracking log. Demographics (age, ethnicity and gender) should also be collected with the tracking sheets (when possible).

### **Are participants better off?**

Performance Measure 3: 80% of individuals served per week report they are more informed of their rights after the forum or presentation was provided.

Deliverable: Contractor will develop a post workshop evaluation survey to assess the effectiveness of the forum, workshop or presentation. A question for this objective shall be included in the evaluation survey.

The Contractor/service provider will be responsible for developing a system to collect and analyze data for each performance measure on a semi-annual basis. In addition to tracking the progress towards the above performance measures, the service provider will provide an annual quality assurance report that demonstrates the strategies the provider employs to ensure data quality and accuracy. The Contractor shall enter and update performance measurement data into a data system identified by SSA for the purpose of tracking performance metrics and outcomes. (A written progress report will be provided by the Contractor if the data system is unavailable).

### III. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	May 10, 2017	
Written Questions Due	by 5:00 p.m. on May 18, 2017	
Networking/Bidders Conference	May 18, 2017 at 12:30 p.m.	at: Alameda County Social Services Agency Monterey Room 226 1111 Jackson Street, 2 <sup>nd</sup> Floor Oakland, CA 94607
Networking/Bidders Conference	May 18, 2017 at 2:30 p.m.	at: Alameda County Social Services Agency Monterey Room 226 1111 Jackson Street, 2 <sup>nd</sup> Floor Oakland, CA 94607
Addendum Issued	May 22, 2017	
Response Due	June 6, 2017 by 2:00 p.m.	
Evaluation Period	June 6 – 20, 2017	
Vendor Interviews	June 14 –15, 2017	
Board Letter Recommending Award Issued	June 27, 2017	
Board Consideration Award Date	July 11, 2017	
Contract Start Date	July 1, 2017	

**Note: All dates are approximate and subject to change.**

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.

#### NETWORKING / BIDDERS CONFERENCES

1. The networking/bidders conference will be held to provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.

2. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the networking/bidders conference.
3. Potential bidders are strongly encouraged to attend the networking/bidders conference in order to further facilitate partnerships and 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 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 immigration and refugee support services. 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 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 550 points, inclusive of any potential added SLEB or local preference points.

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

If the two-stage approach is used, the bidders (up to seven) receiving the highest preliminary scores of at least 200 points will be invited to an oral presentation and interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

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

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

The Evaluation Criteria and their respective weights are as follows:

	<b>Evaluation Criteria</b>	<b>Weight</b>
<b>A.</b>	<p><b>Completeness of Response:</b> 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>B.</b>	<p><b>Debarment and Suspension:</b> Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov">www.sam.gov</a>.</p>	Pass/Fail
<b>C.</b>	<p><b>Program Design:</b> 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"> <li>1. Was a presentation and comparison made of the proposed immigration, refugee and asylee support services? (Additional credit given for features of the proposed design that offer enhanced utility and innovation). (10 points)</li> <li>2. Describe in detail the program design beginning with the preplanning activities. Include the process that begins with cross agency coordination and identification of forum/presentation sites. (10 points)</li> <li>3. Describe staffing level needs and the costs associated with staffing this contract. (10 points)</li> </ol>	30 Points
<b>D.</b>	<p><b>Understanding of the Project:</b> Bidder will be evaluated against the RFP specifications and:</p> <ol style="list-style-type: none"> <li>1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project? Have they identified pertinent issues and potential problems related to the project? (3 points)</li> <li>2. Has the proposer demonstrated that it understands the issues concerning undocumented residents, refugees, asylees and of the available community resources and network of providers? (3 points)</li> <li>3. Has the proposer described where services will be delivered and the site locations for community presentations and forums? (4 points)</li> </ol>	10 Points
<b>E.</b>	<p><b>Organization Capacity:</b></p> <ol style="list-style-type: none"> <li>1. Describe the organizational capacity of adequate, qualified and culturally competent staff. (5 points)</li> <li>2. Describe the language/linguistic capacity of staff and the provision of interpretation services in order to meet the diverse needs of Alameda County residents. (5 points)</li> <li>3. Describe the ability to establish a positive and collaborative working relationship with ACILEP and SSA. (5 points)</li> </ol>	15 Points

<b>F.</b>	<p><b>Relevant Experience:</b> Bidder will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Past experience and performance in supporting this type of contract with governmental and non-profit agencies. (5 points)</li> <li>2. Does the proposer have experience coordinating similar projects and working in a collaborative capacity with multiple agencies? (5 points)</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project? (5 points)</li> </ol>	15 Points
<b>G.</b>	<p><b>Performance Measures:</b></p> <ol style="list-style-type: none"> <li>1. How well defined is the program design in meeting the performance measures? (2 points)</li> <li>2. How well does the bidder describe their plan to collect data and ensure data quality to report on performance measures? A plan that includes staffing to implement data tracking and reporting. (Attached Exhibit E – Quality Assurance Report attached)? (3 points)</li> </ol>	5 Points
<b>H.</b>	<p><b>Cost Efficiency/Fiscal Management:</b></p> <ol style="list-style-type: none"> <li>1. Description of the fiscal management experience of the fiscal agent/contractor. (3 points)</li> <li>2. Description of the fiscal controls that will be used for this project. (The fiscal agent must have knowledge of acceptable accounting practices and the ability to maintain accountability for contract funds). (2 points)</li> <li>3. Description of how costs are reasonable and appropriate as per the industry standards. (5 points)</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	10 Points
<b>I.</b>	<p><b>References (See Attachment No. 1 – Bid Response Packet)</b> References for the bidder have been provided, and the County was able to speak with a minimum of three references in order to verify.</p>	5 Points
<b>J.</b>	<p><b>Oral Interview:</b> 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.</p>	10 Points
<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>		
Local Preference: Points equaling 5% of bidder’s total score, for the above Evaluation Criteria, will be added. This (along with any SLEB preference) will be the bidder’s final score for purposes of award evaluation.		5% of Total Score
Small and Local or Emerging and Local Preference (SLEB): Points equaling 5% of bidder’s total score, for the above Evaluation Criteria, will be added. This (along with any local preference) will be the bidder’s final score for purposes of award evaluation. <a href="http://www.acgov.org/auditor/sleb/aboutus.htm">http://www.acgov.org/auditor/sleb/aboutus.htm</a>		5% of Total Score

**EXAMPLE - CSC RATING FORM**

**SECTION 1: Minimum Bidder Requirements**

- The RFP Proposal is complete. [ ] yes/pass    [ ] no/fail
- Debarment and 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](http://www.sam.gov).

**SECTION 2: Rating Elements**

Evaluation Criteria	Set Weight Points	X	(1-5) Point Scale	=	Total Points
<p><b>Program Design:</b> 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"> <li>1. Was a presentation and comparison made of the proposed immigration, refugee and asylee support services? (Additional credit will be given for features of the proposed design that offer enhanced utility and innovation). (10 points)</li> <li>2. Describe in detail the program design beginning with the preplanning activities. Include the process that begins with cross agency coordination and identification of forum/presentation sites. (10 points)</li> <li>3. Describe staffing levels and needs and the costs associated with staffing this contract. (10 points)</li> </ol>	30	X	Max 5 pt.	=	150
<p><b>Understanding of the Project:</b> Bidder will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project? Have they identified pertinent issues and potential problems related to the project? (3 points)</li> <li>2. Has the proposer demonstrated that it understands the issues concerning undocumented residents, refugees, asylees and of the available community resources and network of providers? (3 points)</li> <li>3. Has the proposer described where services will be delivered and the site locations for community presentations and forums? (4 points)</li> </ol>	10	X	Max 5 pt.	=	50
<p><b>Organization Capacity:</b></p> <ol style="list-style-type: none"> <li>1. Describe the organizational capacity of adequate, qualified and culturally competent staff. (5 points)</li> <li>2. Describe the language/linguistic capacity of staff and interpretation services in order to meet the diverse needs of Alameda County residents. (5 points)</li> <li>3. Describe the ability to establish a positive and collaborative working relationship with ACILEP and SSA. (5 points)</li> </ol>	15	X	Max 5 pt.	=	75

<p><b>Relevant Experience:</b> Bidder will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Past experience and performance in supporting this type of contract with governmental and non-profit agencies. (5 points)</li> <li>2. Does the proposer have experience coordinating similar projects and working in a collaborative capacity with multiple agencies? (5 points)</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project? (5 points)</li> </ol>	15	X	Max 5 pt.	=	75
<p><b>Performance Measures:</b></p> <ol style="list-style-type: none"> <li>1. How well defined is the program design in meeting the performance measures? (2 points)</li> <li>2. How well does the bidder describe their plan to collect data and ensure data quality to report on performance measures? A plan that includes staffing to implement the data tracking and reporting. (Attached Exhibit E – Quality Assurance Report attached)? (3 points)</li> </ol>	5	X	Max 5 pt.	=	25
<p><b>Cost Efficiency/Fiscal Management:</b></p> <ol style="list-style-type: none"> <li>1. Description of the fiscal management experience of the fiscal agent/contractor. (3 points)</li> <li>2. Description of the fiscal controls that will be used for this project. (The fiscal agent must have knowledge of acceptable accounting practices and the ability to maintain accountability for contract funds). (2 points)</li> <li>3. Description of how costs are reasonable and appropriate as per the industry standards. (5 points)</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	10	X	Max 5 pt.	=	50
<p><b>References:</b> (See Attachment No. 1 – Bid Response Packet)</p>	5	X	Max 5 pt.	=	25
<p><b>Oral Interview:</b> 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.</p>	10	X	Max 5 pt.	=	50
<b>Total Points</b>	<b>100</b>	<b>X</b>	<b>5</b>	<b>=</b>	<b>500</b>
<b>Certified SLEB Vendor</b>	<b>5</b>	<b>X</b>	<b>5</b>	<b>=</b>	<b>25</b>
<b>Local Vendor</b>	<b>5</b>	<b>X</b>	<b>5</b>	<b>=</b>	<b>25</b>
<b>COMBINED TOTAL POINTS POSSIBLE</b>					<b>550</b>

**B. CONTRACT EVALUATION AND ASSESSMENT**

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

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

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

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's 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 5 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 follow 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 (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 for two years, 7/1/17 – 6/30/19. 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.

## F. PRICING

1. Prices quoted shall be firm for the first 24 months of any contract that may be awarded pursuant to this RFP.
2. Price escalation for the second year of any contract awarded as a result of this RFP shall not exceed the percentage increase stated by Bidder on the Budget Form, Attachment No. 1 – Bid Response Packet.
3. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
4. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
5. All prices are to be F.O.B. (Free On Board) destination. Any freight/delivery charges are to be included.
6. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
7. Taxes and freight charges:
  - a. The price(s) quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.
  - b. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
  - c. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
  - d. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.

8. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
9. Price quotes shall include any and all payment incentives available to the County.
10. 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.
11. 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.
12. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

#### G. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
3. Small and Emerging Locally Owned Business: 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): 611710

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 3 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 half that of a small business OR having less than half the number of employees AND that has been in business less than 5 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.
4. The County reserves the right to award to a single or multiple Contractors.
5. The County has the right to decline to award this contract or any part thereof for any reason.
6. Board approval to award a contract is required.
7. Any proposal/bids that contain false or misleading information may be disqualified by the County.
8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
9. Final Standard Agreement terms and conditions will be negotiated with the selected bidder(s). Bidders may access a copy of the Standard Services Agreement template online at: <http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>. The template contains minimal Agreement boilerplate language only.
10. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.
11. The Community Based Organization (CBO) Master Contract terms and conditions are non-negotiable. Bidder may access a copy of the CBO Master Contract terms and conditions in Exhibit A. Final supplemental contract terms and conditions will be negotiated with the selected bidder(s).

#### **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 commence services.
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 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 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 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

Contractor will be ready to begin contract on July 1, 2017.

#### L. CONTRACT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent administrative/account manager who shall be responsible for the County contract. This 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. The Contractor manager shall be familiar with County requirements and standards and work with the Social Services Agency Office of Policy, Evaluation and Planning and the Contracts Office to ensure that established standards are adhered to.
4. Contractor manager shall keep the County Program Financial 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 May 18, 2017 to:

Naima Jameson, Program Financial Specialist  
Alameda County Social Services Agency/Contracts Office  
1111 Jackson St., Suite 103  
Oakland, CA 94607  
E-Mail: [njameso@acgov.org](mailto:njameso@acgov.org)  
PHONE: (510) 267-8632

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Proposals, Addenda and any RFP updates. Go to [http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](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 SSA 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:

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

Immigrant and Refugee Support Services  
RFP No. 2017-SSA-IRSS  
Naima Jameson, Program Financial Specialist  
Alameda County Social Services Agency  
Contracts Office, 1<sup>st</sup> Floor  
1111 Jackson St., Suite 103  
Oakland, CA 94607

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 loose leaf with binder clips (**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 full 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 any additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

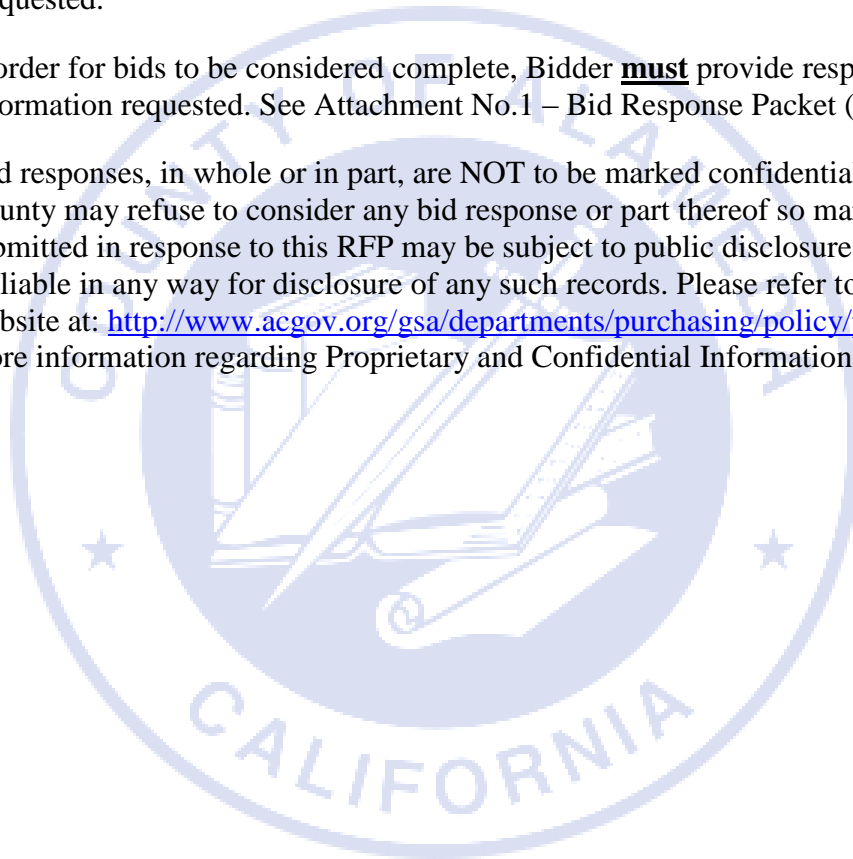
4. **BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.**

5. No email (electronic) or facsimile bids will be considered.
6. All costs required for the preparation and submission of a bid shall be borne by Bidder.
7. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
8. All other information regarding the bid responses will be held as confidential until such time as the CSC has completed its evaluation, an recommended award(s) has been made by the CSC, and the contract(s) has been fully negotiated with the recommended awardee(s) 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 or any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

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

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

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

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

8. **Indemnification:** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages,

judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

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

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

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

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

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR:** \_\_\_\_\_

**COUNTY:** Contracts Office  
**Alameda County Social Services Agency**  
1111 Jackson Street, 1<sup>st</sup> Floor  
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 \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_, County Counsel

\_\_\_\_\_  
Authorized Signature of Contractor

\_\_\_\_\_  
Title

Federal ID No \_\_\_\_\_

By \_\_\_\_\_

Deputy County Counsel

# **EXHIBIT B**

## **EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

**RFP No. 2017-SSA-IRSS**

**INTENTIONALLY OMITTED**



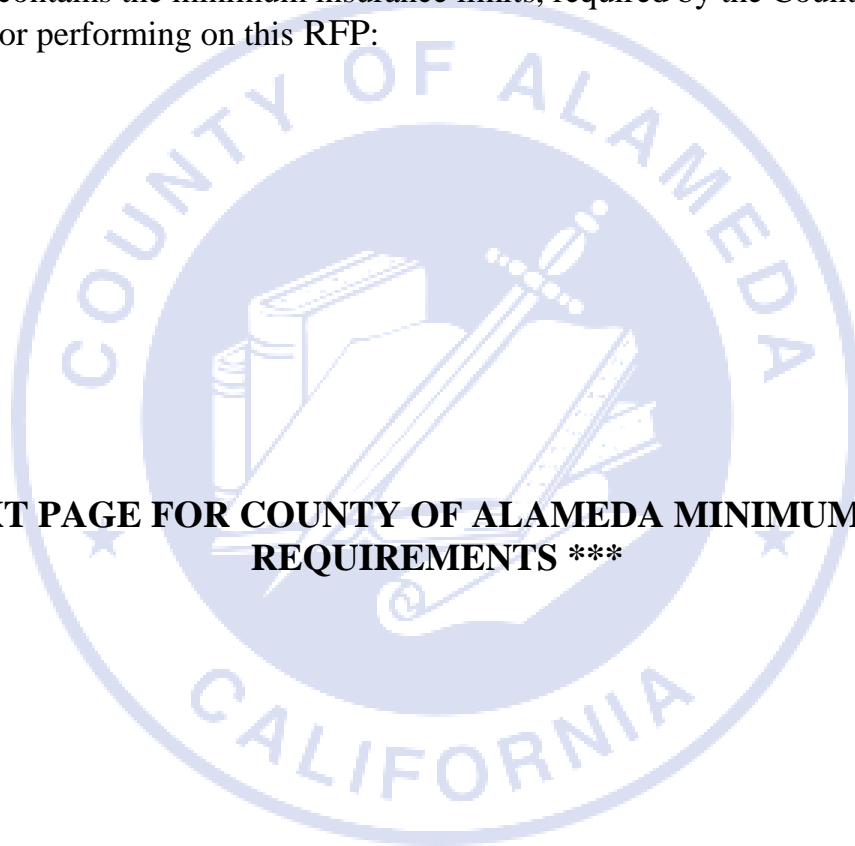
# EXHIBIT C

## 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:

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



**EXHIBIT D**

**VENDOR BID LIST**

**RFP No. 2017-SSA-IRSS**

**INTENTIONALLY OMITTED**



# EXHIBIT E

## EXAMPLE - ANNUAL QUALITY ASSURANCE REPORT

RFP No. 2017-SSA-IRSS

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)**

**RFP No. 2017-SSA-IRSS**



