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Department of Children and Family Services
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Hayward, CA 94544
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August 11, 2005

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

TO: Interested Organizations

SUBJECT: 2005-2006 Request for Proposal (RFP) for Screening and Application Processing for SSI Benefits for Foster Children

County of Alameda Department of Children and Family Services announces its intention to issue an RFP for Screening and Application Processing for SSI Benefits for Foster Children.

Alameda County Social Services Agency (SSA) is committed to making every effort to ensure that all eligible children in County care or custody receive SSI benefits.

Services requested in this RFP include case screening, tracking, and securing SSI benefits for eligible children in County care or custody. For purposes of this RFP, foster children will include youth in custody of Alameda County, including probation cases.

The total amount of the initial eight (8) month contract is \$63,720.00, with an annual amount of \$95,580.00.

A Bidder's Conference is scheduled for 10:00 a.m. to 12:00 noon, Wednesday, August 24, 2005 in the Blazing Star Room, 5th Floor, Eden MultiService Center, 24100 Amador Street, Hayward, CA. Please confirm your attendance via email to Camille Thompson at cthompso@acgov.org, or by phone at 510-780-8828.

Social Services Agency Children and Family Services staff will be available to respond to questions about the RFP. Bidders are encouraged to attend this conference.

Copies of the RFP will *not* be mailed. The RFP may be downloaded from the Social Services Agency website, alamedasocialservices.org.

If you need additional information, please contact Alameda County SSA/CFS Contracts Coordinator, Camille Thompson at cthompso@acgov.org or 510-780-8828.

Thank you.



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Agency Director

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www.co.alameda.ca.us/assistance

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL

SPECIFICATIONS, TERMS & CONDITIONS for

FY 2005 – 2008

SCREENING AND APPLICATION PROCESSING FOR SSI BENEFITS FOR FOSTER CHILDREN

A Bidders Conference is scheduled for:

**Wednesday, August 24, 2005,
10:00 am – 12:00pm at:**

**Alameda County Social Services Agency
Eden Area Self Sufficiency Center
24100 Amador Street, the Blazing Star Room 5th Floor
Hayward, CA 94544**

RESPONSE DUE

by

3:00 p.m.

on

September 8, 2005

at

Alameda County Social Services Agency
24100 Amador Street, 2nd Floor
Hayward, CA 94544

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL
SPECIFICATIONS, TERMS & CONDITIONS
For
SCREENING AND APPLICATION PROCESSING
FOR SSI BENEFITS FOR FOSTER CHILDREN

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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.

| | |
|----------------------------|--|
| Bid | Shall mean the bidders'/contractors' 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 |
| Buyer | Shall refer to the Alameda County Social Services Agency |
| CBO | As used herein shall refer to a Community Based Organization, which is a non-profit organization having filed as a 501 (c) (3) charitable entity and/or corporation. |
| Contractor | When capitalized, shall refer to selected bidder that is awarded a contract |
| County | When capitalized, shall refer to the County of Alameda |
| PO | Shall refer to Purchase Order(s) |
| Quotation | Shall mean bidder's quotation/response to this RFP |
| REQUEST FOR PROPOSAL (RFP) | 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 quotation submitted in reply to RFP |
| SLEB | Small Local Emerging Business |
| SSA | Social Services Agency |
| SSI | Supplemental Security Income |
| State | Refers to State of California, its departments and/or agencies. |

II. STATEMENT OF WORK

A. INTENT

Alameda County Social Services Agency (SSA) is committed to making every effort to ensure that all eligible children in County care or custody receive SSI benefits. In calendar year 2004, efforts to secure SSI benefits for foster youth resulted in reduction in Foster Care costs of over \$1,369,000.

Consistent with these ongoing efforts, SSA is requesting price quotes for case screening, tracking, and securing SSI benefits for eligible children in County care or custody. For purposes of this RFP, foster children will include youth in custody of Alameda County, including probation cases.

B. SCOPE

There are approximately 1700 children in foster care in Alameda County.

The chosen Contractor will work with the County to prescreen the Child Welfare Services caseload to identify cases to be referred for field review by the Contractor. Services to be provided under this service include:

1. Contractor review and screening of current foster children files who are not SSI grantees referred by County. For purposes of this RFP, foster children will include youth in custody of Alameda County, including probation cases. The initial review should be completed within twelve (12) months from the start date of the executed contract agreement.
2. Contractor screening, developing and processing applications for foster children due for Re-determination or Continuing Disability Review following a timely referral from County.
3. Contractor, in conjunction with County, to ensure its activities integrate with County financial and social services programs. This includes orientation and/or training of staff to identify potential recipients and availability to consult with agency staff on Social Security related matters. It includes site-visits to County offices to take and process applications and to provide any needed consultation.
4. Contractor maintenance of records on each child referred, making these files fully available to County staff upon request. Contractor shall not have any proprietary interest in the records maintained and, upon County request, all records maintained by Contractor shall be turned over to County upon completion or termination of services.
5. Contractor providing recommendations to County on all cases requiring additional examination and testing. Contractor will gather all additional medical information requested by Social Security Administration. County shall be responsible for payment of exams and testing, and retain final spending authority for each case by providing approval of exams.
6. Contractor review of all denied cases and pursuit of all appropriate appeals, including preparing and filing required information and presenting materials to Social Security. Contractor will provide to the Social Security Administration information and documentation for all reconsideration meetings and attend all reconsideration meetings and hearings that are not done “on the record.”
7. Contractor monitoring of emerging Social Security regulations, policies, and procedures, and advising County of any change that impacts the current caseload. Contractor shall be available to consult with County on

cases and activities relating to the Social Security Administration regional or district offices, or on general Social Security issues.

C. SPECIFIC REQUIREMENTS

Bidders, whether they are sole proprietorships, partnerships, or corporations may submit written quotes as single entities or collaboratives with members from different organizations. Bidders must be able to demonstrate both the capacity and capability to perform the required duties as set forth in Scope above and to produce results.

The successful bidder must demonstrate a history of successful performance of required duties, including understanding of, and experience with, Social Security laws, regulations, and protocols.

Bidders should identify in their responses to this RFP the specific laws, regulations, or protocols relative to performance of the required duties.

Cost:

The total amount of the initial eight (8) month contract is \$63,720.00, with an annual amount of \$95,580.00.

III. INSTRUCTIONS TO BIDDERS

D. COUNTY CONTACTS

SSA is managing the competitive process for this project. All contact during the competitive process is to be through SSA 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(s) 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 12:00 p.m., Tuesday, August 30, 2005 to:

Camille Thompson
Alameda County, SSA
24100 Amador Street, 6th Floor
Hayward, CA 94544
E-mail: cthompso@acgov.org
TEL: 510- 780-8828 FAX: 510-780-8890

The Alameda County Social Services Agency website will be the official notification posting place of this RFP. Go to: alamedasocialservices.org.

A Bidders Conference will be held on Wednesday, August 24, 2005, between 10:00 am – 12:00pm at:

**Alameda County Social Services Agency
Eden Area Self Sufficiency Center
24100 Amador Street, the Blazing Star Room 5th Floor
Hayward, CA 94544 *****(RSVPS REQUESTED)**

E. CALENDAR OF EVENTS

Please note that the Response Date has been modified from that previously announced.

| Event | Date/Location |
|-----------------------------------|--|
| RFP Issued | Thursday, August 11, 2005 |
| Bidder's Conf | Wednesday, August 24, 2005 (Please RSVP) |
| Written Questions Responses Until | 12:00 p.m., Tuesday, August 30, 2005 |
| Response Due | BY 3:00 p.m. on Thursday, September 8, 2005 |
| Evaluation Process | TUESDAY, September 20, 2005 |
| Award recommendation | Thursday, September 22, 2005 |
| Appeals due | By 3:00 pm, Tuesday, October 4, 2005 |
| Board Letter Issued | On or about October 7, 2005 |
| Board Award Date | November 1, 2005 |
| Contract Start Date | November 1, 2005 |

Note: Award date is approximate and may be subject to change.

SUBMITTAL OF BIDS

1. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions. By the submission of a Bid, Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
2. All bids must be SEALED and must be received at Alameda County Social Services Agency **BY** 3:00 p.m. on the due date specified above.

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 **above**. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

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

3. Bids are to be **addressed and delivered** as follows:

**RFP for Screening and Application Processing
For SSI Benefits For Foster Children
Alameda County Social Services Agency
24100 Amador Street, 2nd Floor
Hayward, CA 94544**

4. Bidders are to submit an original plus five (5) copies of their proposal. Original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, **not** bound.
5. Bidder's name and return address must also appear on the mailing package.
6. No telegraphic or facsimile bids will be considered.
7. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its bid.
8. Submitted bids shall be valid for a minimum period of one hundred twenty (120) days.
9. All costs required for the preparation and submission of a bid shall be borne by Bidder.
10. Only one bid response will be accepted from any one person, partnership, corporation, or other entity.
11. It is the responsibility of the bidders to clearly identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees

with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

12. All other information regarding the bid responses will be held as confidential until such time as the Selection Committee has completed their evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project.
13. 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.

F. 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 all information requested.

G. RESPONSE CONTENT/SUBMITTALS

1. Bid responses must be signed in ink. The signatures of all persons required under the applicable organizational documents in order to bind the Bidder must be on the bid response.

Provide applicable signature documentation pursuant to Contractor's organizational structure verifying the authority of the person signing the bid response to commit to its Quotation on behalf of the Contractor.

2. Bidders shall provide, as noted below, Bid documentation. Any material deviation from these requirements may be cause for rejection of the quotation, as determined in the County's sole discretion. The content and sequence for each required Bid document shall be as follows:
 - a. Title Page: Show RFP title, your company name and address, name of the contact person (for all matters regarding the RFP response), telephone number, e-mail address and quotation date.
 - b. Cover Letter (1 Page): Bid responses shall include a cover letter describing Bidder and include all of the following:
 - 1) The official name of Bidder;

- 2) Bidder's organizational structure (e.g. corporation, partnership, limited liability company, etc.);
- 3) The jurisdiction in which Bidder is organized and the date of such organization;
- 4) The address of Bidder's headquarters, any local office involved in the Bid Response; and the address/location where the actual production of goods and/or services will be performed;
- 5) Bidder's Federal Tax Identification Number;
- 6) The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFP response, with authorization to make representations on behalf of and to bind Bidder;
- 7) A representation that Bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP;
- 8) An acceptance of all conditions and requirements contained in this RFP;

c. Bidder's Qualifications and Experience:

Provide a description of Bidder's capabilities pertaining to this RFP. This description **should not exceed two (2) pages** and should include a detailed summary of Bidder's experience relative to RFP requirements and scope as described herein above;

d. Proposed Project and Cost/Pricing:

Present a narrative description of Bidder's proposed project activities and/or services. This description **should not exceed four (4) pages** and be responsive to the RFP's Statement of Work and include the associated costs for Bidder's proposed project. An example of fee pricing for units of service is as follows:

*A one-time fee in the amount of ____ times the current (in effect at the time of billing) Federal Benefit Rate (FBR) will be paid to

contractor for *each* successful case where disability benefits for youth are approved.

*A one-time fee in the amount of ____ times the FBR portion of SSI, per case, will be paid upon determination that the continuing benefits following Contractor's filing of the CDR have exceeded the amount of the fee. These cases will be billed even if the child has left care.

*A one time fee in the amount of ____ times the current FBR will be paid to the contractor for each successful case where Title II benefits for youth are approved; **and,**

e. References, Exhibit D

1) Bidders are to provide a list of five (5) current and/or former clients on Exhibit D attached. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

2) Reference information is to include:

- Company/Agency name;
- Contact person (name and title), contact person is to be someone directly involved with the services;
- Complete street address;
- Telephone number;
- E-mail address
- Type of business; and
- Dates of service.

3) The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

f. Evidence of Insurance:

If recommended for award, certificates of insurance will be required per the attached Exhibit C from a reputable insurer evidencing all coverages required for the term of any contract that may be awarded pursuant to this RFP. Contractor(s) awarded contracts under this bid must name County as additional insured on the certificate of insurance as specified in Exhibit C.

I. SPECIFIC RATING CRITERIA:

Specific Rating Criteria

| Rating Element | Possible Points | Points Earned |
|--|-----------------|---------------|
| | | |
| LOCAL COUNTY VENDOR | 5 | |
| | | |
| MEETS SLEB REQUIREMENTS | 5 | |
| | | |
| PROJECT DESIGN Completeness of proposal (See Item H "Response Content/Submittals" section) | 15 | |
| | | |
| BIDDER QUALIFICATIONS | 40 | |
| Previous experience in similar projects? | | |
| Familiarity with California laws and procedures? | | |
| Experience with Foster Care populations & people with disabilities? | | |
| | | |
| SATISFACTORY REFERENCES | 10 | |
| | | |
| COST EFFECTIVENESS | 25 | |
| | | |
| TOTAL SCORE | 100 | |

J. NOTICE OF AWARD

At the conclusion of the RFP response evaluation process (“Evaluation Process”), all bidders will be notified in writing of the contract award recommendation.

K. BID PROTEST / APPEALS PROCESS

The following Appeals process is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project.

1. Any bid protest must be submitted in writing to the SSA/CFS Assistant Agency Director, 24100 Amador Street, 5th Floor, Hayward, CA 94544. The bid protest must be submitted before 5:00 p.m. of the fifth (5th) business day following the date of the Notice of Award.
 - a. The bid protest must contain a complete statement of the basis for the protest.
 - i. The protest must include the name, address and telephone number of the person representing the protesting party.
 - ii. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest.
 - iii. The procedure and time limits are mandatory and are the Bidder’s sole and exclusive remedy in the event of Bid Protest.
2. Bidder’s failure to comply 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.
3. Upon receipt of written protest/appeal, the SSA/CFS Assistant Agency Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.
 - a. Responses will be issued and/or discussed at least five (5) days prior to Board hearing date.

4. Responses will inform the bidder whether or not the recommendation to the Board is going to change.
5. Further appeal may be addressed to the Agency Director as a final step of the appeal process.

The SSA Agency Director will determine if the Board letter should include (or be amended to include) a brief mention of the grounds of the protest/appeal and provide the recommended resolution, if the issue should be discussed with the Board of Supervisors, and/or if the Board item should be pulled.

IV. TERMS AND CONDITIONS

L. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be for eight (8) months from the date of contract execution date.
2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be renewed for two additional twelve-month periods (on a year-to-year or fiscal year basis) up to a total of thirty-three months with all other terms and conditions remaining the same.

M. PRICING

All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.

N. SELECTION CRITERIA-AWARD

1. The award will be made to the most responsible bidder(s) who meets all the requirements of specifications, terms and conditions as provided for in Section H of this RFP and is rated and scored with the highest possible points. See Section I of this RFP.
2. Awards may also be made to the subsequent most responsible bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.

4. The County reserves the right to award to a single or multiple contractors.
5. Board approval to award a contract is required.
6. Contractor shall sign an acceptance of award letter prior to Board approval. A Standard Agreement contract must be signed following Board approval.
7. Final Standard Agreement terms and conditions will be negotiated with the selected bidder.
8. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's quotation, shall be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

O. METHOD OF ORDERING (Contract Development)

1. A written purchase order and signed Standard Agreement contract will be issued upon Board approval.
2. Purchase orders and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
3. Purchase orders 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.

P. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty (30) days following receipt 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 purchase order 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 purchase order.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total price quoted in the bid response.

Q. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A 5% preference shall be granted to Alameda County Products or vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices or distribution points located in and having a street address within the County and which holds a valid business license issued by the County or a city within the County. Alameda County products are those, which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request at any time during the term of the contract.

In order to claim this preference Bidders must have been resident within the County, or a city within the County, for a period of at least six (6) months prior to the issuance of this bid. Contractors claiming a local preference must submit a current, valid business license and a lease agreement or copies of the prior six (6) months of utility bills verifying County residence for the period required.

2. Small and Emerging Locally Owned Business: A small business for purposes of this RFP is defined by the United States Small Business Administration as having no more than \$5,000,000 in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County is one having annual gross receipts of less than one-half (1/2) of the above amount over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. If applicable a certification application may be obtained through the County's General Services Agency website and must be completed and returned by a qualifying contractor.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is one, which, has a business license, issued by the County or a city within the County and where the owner maintains a fixed office located in and having a street address within the County.

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 the following provisions shall apply to this RFP:

- a. If Contractor is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 23. A, above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.
- b. Contractors not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** must partner, joint venture or subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Contractor's total bid amount in order to be considered for the contract award. Contractor, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.

The County reserves the right to waive these small/emerging local business participation requirements in this RFP, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

3. First Source Program. The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act requires that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Vendors who are awarded contracts for goods and services in excess of One Hundred Thousand Dollars (\$100,000) as a result of the competitive process through the Social Services Agency, are required to provide the County 10 working days to refer to vendor, potential candidates to be considered by vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that vendor has available during the contract term before advertising to the general public. Potential candidates referred by County to Vendor will be pre-screened, qualified applicants based on vendor specifications. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Vendor.

Vendors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

For additional information regarding the SLEB program, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via e-mail at linda.moore@acgov.org.

4. Collaborative: Entities that join together in collaboration to respond to this RFP must provide written documentation as to the working agreement entered into by the individual parties to the collaboration. Such documentation must be submitted with the collaborating agencies' proposal and must include the following elements:

- **Basic Terms** of the agreement clearly identifying the collaborative members and their roles, a description of the project, and a detailed explanation of services members will be providing.
- **Identification of fiscal agent/lead agency** and the financial plan to be employed.
- **Legal Relationship** between collaborative members.
- **Scope of Work and Payment Division Arrangements** including a strategic plan with a purpose, goals and objectives.
- **Billing and Payment Process** outlining the mechanics of the submission of invoices and remuneration for services rendered.
- **Quantifiable Evaluation Component** to gauge project success.
- **Identification of Community Partners** with letters of support for the collaborative.
- **Communication** plan outlining the process to be employed for ongoing communication with collaborative members.
- **Dispute Resolution** process.
- **Termination Clause** stipulating the circumstances under which the collaborative may be dissolved.

R. ACCOUNT MANAGER/SUPPORT STAFF

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

County of Alameda Exhibit A – Bid Acknowledgement

(RFP for SCREENING AND APPLICATION PROCESSING FOR SSI BENEFITS FOR FOSTER CHILDREN)

The County of Alameda is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. **Preparation of bids:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes of any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. **Failure to bid:** If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. **Taxes and freight charges:** (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (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.
4. **Award:** (a) Unless otherwise specified by the bidder or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. **Patent indemnity:** Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. **Samples:** Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
7. **Rights and remedies of County for default:** (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. **Discounts:** (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.
9. **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.
10. **No guarantee or warranty:** The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

| |
|--|
| Firm: |
| Address: |
| State/Zip |
| What advertising source(s) made you aware of this RFP? |

By: _____ Date _____ Phone _____

Printed Name Signed Above:

Title: _____

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; Abuse, Molestation, Sexual Actions, and Assault and Battery | \$2,000,000 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 |
| E | <u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above 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, with the exception of Professional Liability, Workers' Compensation and Employers Liability. 2. 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. 3. 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. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. 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. 6. 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. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencement of any 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"> - Department/Agency issuing the contract: Reynaldo Aralar, Alameda County GSA-Purchasing, 1401 Lakeside Drive, Oakland, CA 94612 - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) | |

Foster Children

EXHIBIT D
COUNTY OF ALAMEDA
RFP
For

SCREENING AND APPLICATION PROCESSING
FOR SSI BENEFITS FOR FOSTER CHILDREN

CURRENT & FORMER REFERENCES

| | |
|------------------------|--|
| Company Name: | |
| Address: | |
| City, State, Zip Code: | |
| Contact Person: | |
| Telephone Number: | |
| Type of Business: | |
| Dates of Service: | |

| | |
|------------------------|--|
| Company Name: | |
| Address: | |
| City, State, Zip Code: | |
| Contact Person: | |
| Telephone Number: | |
| Type of Business: | |
| Dates of Service: | |

| | |
|------------------------|--|
| Company Name: | |
| Address: | |
| City, State, Zip Code: | |
| Contact Person: | |
| Telephone Number: | |
| Type of Business: | |
| Dates of Service: | |

| | |
|------------------------|--|
| Company Name: | |
| Address: | |
| City, State, Zip Code: | |
| Contact Person: | |
| Telephone Number: | |
| Type of Business: | |
| Dates of Service: | |

| | |
|------------------------|--|
| Company Name: | |
| Address: | |
| City, State, Zip Code: | |
| Contact Person: | |
| Telephone Number: | |
| Type of Business: | |
| Dates of Service: | |

EXHIBIT E (Page 1 of 4)
COUNTY OF ALAMEDA
RFP for Screening and Application Processing For SSI Benefits for Foster Children
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM
CERTIFICATION INSTRUCTIONS

1. Complete the application.

Small Business: *Federal Small Business Administration (SBA) gross receipts limit by North American Industry Classification System (NAICS) or Standard Industry Classification (SIC) Codes.*

Emerging Business: *One half of the SBA gross receipt limit by NAICS OR SIC codes and in business less than 5 years.*

The following items must be attached to your Application:

- Copies of Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years
- Copies of Business Licenses
- Copy of Current Identification (i.e. Driver’s License, Identification Card)
- Copy of Deed, Rental or Lease Agreement showing Business Address
- Copies of Last 3 completed Contracts and Proposals including name of Contact Person
- Personal Net Worth Statement (if the business has never filed taxes)
- Notarized Affidavit

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date.

The Affidavit must be complete, notarized and attached to the Application. If any item is not applicable, please put “N/A” in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please mail Application and Supporting Documents to:

Alameda County General Services Agency
Business Outreach Compliance Office/SLEB
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Attention: Linda Moore, Business Outreach Officer

If you have questions regarding your certification, please contact:

Linda Moore (510) 208-9717 or Linda.moore@acgov.org

Thank you for your interest in doing business with Alameda County

| | |
|----------------------------------|------------------|
| <small>r County Use Only</small> | |
| First Renewal Granted: _____ | |
| Expiration _____ | |
| Second Renewal Granted: _____ | Expiration _____ |

Children



EXHIBIT E (Page 2 of 4) COUNTY OF ALAMEDA

RFP for Screening and Application Processing For SSI Benefits for Foster Children SMALL, LOCAL AND EMERGING BUSINESS PROGRAM CERTIFICATION APPLICATION

Section A: Business Information

* Asterisk (*) indicates **Required Information**.

*Business Type: Sole Proprietorship Partnership Corporation

*Business Name: SLEB Vendor ID Number: _____

DBA (Circle One): Yes or No

*Federal Tax Identification Number: _____

*Business Address: *How long at this address: _____

*Business Telephone Number: Business Fax Number:

*Business Start Date: *# of Employees:

Business Description:

Gross Business Receipts for Last Three Years (*If first year in business, please list gross receipts received to date*):

\$ _____ 20__ \$ _____ 20__ \$ _____ 19__

Section B: Contact Information

*Name: *Title:

Address: *Email Address:

Phone: Fax number:

*Composition of Ownership – **This is a Required Section**
Public Entity (government, church, school, non-profit, publicly traded) Yes No
If “Yes,” skip Gender and Ethnicity below.

The collection of ethnicity and gender data is for statistical and demographic purposes only.

Please check the one most applicable category in each column:

Ethnicity

- African American or Black (greater than 50%)
- American Indian or Alaskan Native (greater than 50%)
- Asian (greater than 50%)
- Caucasian or White (greater than 50%)
- Filipino (greater than 50%)
- Hispanic or Latino (greater than 50%)
- Native Hawaiian or other Pacific Islander (greater than 50%)
- Multi-ethnic minority ownership (greater than 50%)
- Multi-ethnic ownership (50% Minority-50% Non-Minority)

Gender

- Female (greater than 50%)
- Male (greater than 50%)

Section C: SIC and NAICS Codes Information

SIC Code(s)

NAICS Code(s)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Section D: Business and License Information

Please List All Current Business and Professional Licenses:

License Type: Date Issued/Expires: Jurisdiction/Issuing Authority:

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

Foster Children



EXHIBIT E (Page 3 of 4)
COUNTY OF ALAMEDA
General Services Agency
RFP for Screening and Application Processing For SSI Benefits for Foster Children
CERTIFICATION RENEWAL APPLICATION

SLEB Vendor ID Number: _____ Date of Initial Certification: _____

*Business Name:

*Federal Tax Identification Number: ____ - _____

*Business Address:

*How long at this address: _____

*Business Telephone Number:

Business Fax Number:

*Main Contact Name:

*Email Address:

Phone:

***Gross Business Receipts for Last Three Years:**

\$ _____ 20 ____ \$ _____ 20 ____ \$ _____ 19 ____

Please Attach Verification of Business Income (Copies of signed Federal Tax Return)

Section C: SIC and NAICS Codes Information

SIC Code(s)

NAICS Code(s)

RENEWAL AFFIDAVIT

I declare, under penalty or perjury all of the foregoing statements are true and correct.

(Signature)

(Title)

Please mail Application and Supporting Documents to:

GSA Purchasing
Attention: Linda Moore
1401 Lakeside Drive, 10th Floor, Oakland, CA 94612

| | |
|-------------------------------|------------------|
| <u>r County Use Only</u> | |
| First Renewal Granted: _____ | Expiration _____ |
| Second Renewal Granted: _____ | Expiration _____ |



**EXHIBIT E (Page 4 of 4)
COUNTY OF ALAMEDA**

**RFP for Screening and Application Processing For SSI Benefits for Foster Children
AFFIDAVIT**

The undersigned swears, under penalty of perjury, that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of

_____ (Name of Firm)

as well as the ownership thereof.

The undersigned also states that he/she is properly authorized by

_____ (Name of Firm)

to execute the affidavit. Further, the undersigned agrees to provide the County Of Alameda, current, complete and accurate information regarding: actual work performed on the project, any payment(s) made or received, any proposed changes to the activities of the above-referenced firm that affect the firm's eligibility under this program, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating appropriate legal action. The undersigned agrees that information provided may be shared with other governmental agencies."

Printed Name Signature

Title Date

NOTARY

The foregoing affidavit was subscribed and sworn to before me on this _____ day of _____, 20_____

by

SEAL

Notary Public

Commission Expires

Mail completed Application and Affidavit to:

County of Alameda
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Attn: Linda Moore

EXHIBIT F
SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

COUNTY OF ALAMEDA

RFP for Screening and Application Processing For SSI Benefits for Foster Children

In order to meet the small local emerging business (SLEB) requirements of this RFP/Q, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (per this RFP/Q County Provisions) are required to either partner, joint venture or subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute the partner without prior written approval from the General Services Agency, Business Outreach Officer.

The General Services Agency, Business Outreach Officer will monitor the contract for compliance with the SLEB requirements.

BIDDER: _____

is a SLEB.

is not a SLEB and will partner, joint venture or subcontract _____ % with the SLEB named below for the following service(s):

SLEB
Business Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Tax ID Number: _____

Principal Name: _____

SLEB Principal Signature: _____ (Date)

Bidder Signature: _____ (Date)

EXHIBIT G

ALAMEDA COUNTY

**RFP for Screening and Application Processing For SSI Benefits for Foster Children
REQUEST FOR PREFERENCE**

**For
LOCAL BUSINESS**

**And
SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS**

**IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR
EMERGING AND LOCAL BUSINESS PREFERENCE
COMPLETE THIS FORM AND RETURN IT WITH YOUR BID**

A five-percent (5%) preference will be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued; and which holds a valid business license issued by the County or a city with the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County.

In addition, a five percent (5%) preference, for a total bid preference of ten percent (10%), shall be granted (except as noted above) if the bidder is certified by the County as either a small and local or an emerging and local business. Check the appropriate (2 maximum) boxes and provide the requested information below.

Request for 5% local preference
 Request for 5% small and local preference **OR** Request for 5% emerging and local preference

Company Name: _____

Street Address: _____

Telephone Number: _____

Business License Number: _____

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____

Title: _____

Signature: _____

Date: _____

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package submitted to Human Resource Services Department (HRSD). Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: _____ DEPT #: _____

TITLE/SERVICE: _____

DEPT. CONTACT: _____ PHONE: _____

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? () ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? () ()

If the answer to BOTH questions is YES, provide the employer ID number here:

No other questions need to be answered. Withholding is not required.

If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
 - 1.a. Will the contractor work more than an average of ten hours per week? () ()

IF THE ANSWER TO 1.a IS YES, ANSWER QUESTIONS 1.b.

- 1.b. Will the County provide more than 20% of the contractor's income? () ()
- 2. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor

Agency/Department Head or Designee

Date

Date

HRSD APPROVAL REQUIRED FOR ALL STANDARD SERVICES AGREEMENTS:

Signature: _____ Date: _____

Title: _____

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2005, is by and between the County of Alameda, hereinafter referred to as the "County", and _____, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain _____ services which are more fully described in Exhibit A hereto ("_____ Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide _____ Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements

The term of this Agreement shall be from _____ through _____

The compensation payable to Contractor hereunder shall not exceed (*dollar amount written out*) (\$ _____) for the term of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____

Signature

Name: _____

(Printed)

Title: President of the Board of Supervisors

By: _____

Signature

Name: _____

(Printed)

Title: _____

Date: _____

By: _____

County Counsel Signature

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

5. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, 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, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties

and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County 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 sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
7. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
9. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection.

The County’s rights under this Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

10. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County, will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 11 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder

11. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA

Attn.: _____

To Contractor:

Attn: _____

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
13. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

14. **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 § 812, including, but not limited to, 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 head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

15. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

16. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

17. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
18. TERMINATION: 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. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its _____ Services shall not exceed \$ _____ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
19. SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor shall subcontract with *company name (street address, city, state,; Principal, name)*, for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Locally owned Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall provide participation reports quarterly, immediately upon request at any time during the term of said contract, and a final account statement at the end of the contract. Reports shall include total payments received by Contractor from the County and any payments made by Contractor to the certified small and/or emerging local business. Said report(s) shall be submitted to the County Business Outreach and Compliance Office, 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612.

20. FIRST SOURCE PROGRAM: Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

23. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
24. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
25. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
28. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

- c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
29. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.
30. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
31. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
 - b. If Contractor is obligated to defend County pursuant to this Section 31 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - d. Notwithstanding this Section 31, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

32. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

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