

COUNTY ATTACHMENTS/EXHIBITS

EXHIBIT A: BID ACKNOWLEDGEMENT*AOD Primary Prevention Services 12-03*

The County of Alameda is soliciting bids from qualified Contractors 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 or 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, shall 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 shall 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 an 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 Contractor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by Contractor with its bid, the County may reject the same, and it shall thereupon become the duty of Contractor 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 Contractor 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 Contractor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that Contractor 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, shall be borne by the Contractor. (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 shall considered as net. (b) In connection with any discount offered, time shall 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 shall 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.

**EXHIBIT A (Continued):
BID ACKNOWLEDGEMENT**

AOD Primary Prevention Services 12-03

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 Contractor 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?	
Signature:	Date:
Printed Name:	
Title:	
Phone:	

EXHIBIT B: BID FORM INSTRUCTIONS

AOD Primary Prevention Services 12-03

Note:

- All amounts should be rounded to the nearest whole dollar.
- One budget must be submitted for each proposal.
- A Depreciation Schedule (**Deprec Sched Tab**) is required if claiming depreciation expenses on **ExB Budg1 Tab** under line items Structure, Equipment and/or Motor Vehicles.

ExB Budg1 Tab: This tab captures cost associated with non-personnel

- Fill in Bidder Agency Name; Telephone No.; Prepared By and Date Prepared
- The **PERSONNEL EXPENSES** will be automatically filled in once the **Ex B Pers2 Tab** is complete.
- Under the *OTHER THAN PERSONNEL EXPENSE* column, enter the amount for each line item for the program.
- *TOTAL-OTHER THAN PERSONNEL EXPENSE* automatically adds to calculate the total other than personnel expenses.
- **GROSS COST** automatically adds the **PERSONNEL EXPENSES** and the *TOTAL-OTHER THAN PERSONNEL EXPENSES* costs.

All line items expenses marked with an asterisk* Recreational Supplies (including Activities), Travel, Training, Professional and Specialized Services, Interest and Miscellaneous require submission of an **Explanation/Justification of Line-Items**. Use the **Expl-Just Tab**.

Use the Miscellaneous line item for other expenses which are not categorized on **Ex B Budg1 Tab**.

Indirect Costs line item requires submission of an Indirect Cost Rate Proposal (ICRP). BHCS allows 21% of direct costs for AOD Programs (total of **GROSS COST**).

Enter REVENUE on the appropriate line item relating to this RFP program.

- TOTAL REVENUE automatically sums all of the REVENUE lines.

NET COST automatically subtracts REVENUE from **GROSS COST**.

Program Scope

- With an 'x' mark:
 - Proposed **STRATEGY** or **STRATEGIES**
 - Proposed **IOM INTERVENTION CATEGORIES**
 - Proposed **TARGET POPULATION**
 - Proposed **COUNTY SERVICE REGION(S)**

ExB Pers2 Tab: This tab captures costs associated with personnel/benefits

- Fill in Bidder Agency Name
- Under **Position/Incumbent:**
 - List the names and titles of all incumbents who will work for this program.
 - Use a separate line for each staff member. If a position is unoccupied, list the incumbent as *vacant*.
- Under **Annual Salary:** This salary should reflect the annualized cost of the position. This reflects what the position would earn working 40 hours per week for a year.
- Under **TOTAL % FTE:** If a full time equivalent (FTE) is less than 40 hours at the agency, your full time salaries should be extrapolated to a 40-hour a week base.
 - *Example: Your staff member works 37.5 hours a week for full time with an annual salary of \$30,000. If this individual were working 40 hours a week, the annualized salary would be \$32,000. This is the salary to use on this form. This individual would be .9375 FTE.*
- Under **Status:** Enter for each position as applicable. Use the following designations:
 - **A** = Administrative
 - **S** = Supervisorial

- **D** = Direct Program Staff

If a staff person qualifies for more than one **Status**, enter each one and in subsequent columns indicate the breakdown in percent **TOTAL % FTE** and **Annualized Salary**.

- Under **No. of Months**: Enter the number of months that each position will be funded for the contract period.
- **% FTE**: This is automatically calculated. The % FTE should be reflective of the amount of time each position will be working in each program using a 40 hour week as base.
 - *Examples: (a) if a person works 20 hours a week in a program, this is 50% FTE. (b) if a person works a total of 20 hours a week for the agency, but is projected to work in two programs for 10 hours each, then each program would be 25% FTE. (c) if a person works 37.5 hours per week in one program and this is considered full time, then this would be 93.75% FTE using a 40 hour per week base).*
 - In no instance should one individual staff member exceed 100% FTE on a 40 hour per week basis. The total for each program is automatically calculated.
- Under **Salary**: Determine the salary for each position by the following formula:
 - **Annualized Salary** divided by 12 times the number of months the position is funded times the percent FTE.
 - The total for each program is automatically calculated in **Total FTE/SALARIES**. If an individual has mixed status, the FTE and salary should be shown separately for each status.
- Under **EMPLOYEE FRINGE BENEFITS**: Enter the amounts to be allocated for each fringe benefit on the appropriate line items.
 - Total of fringe benefits of this program is automatically calculated.
- **Total Personnel Expenses**: The sum of Total Salaries/FTEs and Total Fringe Benefits is automatically calculated.
 - The **Total Personnel Expenses** amount should be automatically carried over to **PERSONNEL EXPENSES**.

Expl-Just Tab 3: This tab captures costs associated with ExB Budg1 line items with an asterisk

Note:

- One form is to be completed for each asterisk* line item.
- This form is to be used to describe in detail all expenditures allocated to any of the following line items:
 - Recreational Supplies (including Activities)
 - Travel
 - Training
 - Professional and Specialized Services
 - Interest
 - Miscellaneous
- Fill in Bidder Agency Name; Telephone No.; Prepared By and Date Prepared
- Under Description: List each type of expenditure within the line item account separately and include a complete description of the expenditure (e.g., subcontractor, description of services provided, dates of service, cost of service, etc.).
- Under Amount: Enter the actual total expenditure for the service for the 12-month period.
- The total of all the itemized expenditures for Total Line Item Amount are automatically calculated. This total must be identical to the amount shown on the corresponding line item amount under **OTHER THAN PERSONNEL EXPENSES** (Ex B Budg1).

Deprec Sched Tab 4: The Depreciation Schedule (Deprec Sched Tab) is required if claiming depreciation expenses on ExB Budg1 Tab under line items Structure, Equipment and/or Motor Vehicles.

- Fill in Bidder Agency Name and Date Prepared
- Fill in each row, as applicable to the items listed in **ExB Budg 1 Tab**.

- These must be identical to the amount shown on the corresponding line item amount under **OTHER THAN PERSONNEL EXPENSES** (Ex B Budg1).

EXHIBIT C1: MINIMUM INSURANCE REQUIREMENTS, NON-PROFIT ORGANIZATIONS

AOD Primary Prevention Services 12-03

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	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 program aggregate
E	Employee Dishonesty and Crime	Value of Cash Advance
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Alameda County - Public Health, Insurance Coordinator, 1000 Broadway, Suite 500, Oakland, CA 94607 With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT D1: CURRENT REFERENCES

AOD Primary Prevention Services 12-03

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Bidder Name:

EXHIBIT D2: FORMER REFERENCES

AOD Primary Prevention Services 12-03

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:		E Mail:	
Service Provided:			
Dates/Type of Service:			

Bidder Name:	
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EXHIBIT E: INTENTIONALLY OMITTED

EXHIBIT F: INTENTIONALLY OMITTED

EXHIBIT G: INTENTIONALLY OMITTED

EXHIBIT H: VENDOR FIRST SOURCE AGREEMENT

VENDOR INFORMATION

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ALCOLINK Vendor Number (if known)		SLEB Vendor Number	
Full Legal Name			
Doing Business As			

Type of Entity: Individual Sole Proprietor Partnership
 Corporation Tax-Exempted Government or Trust

Check the boxes that apply:

Goods Only Goods & Services Rents/Leases Legal Services
 Rents/Leases paid to you as the agent Medical Services Non-Medical Services – **Describe**
 Other-**Describe**

Federal Tax ID Number (required)		P.O.Box/Street Address	
Vendor Contacts Name			
Vendor Contact's Phone:		Vendor Contact's Fax:	
Vendor Contact's Email:			

Please check all that apply:

LOC Local Vendor (Holds business license within Alameda County)
 SML Small Business (as defined by Small Business Administration)

I American Indian or Alaskan Native (>50%)
 A Asian (>50%)
 B Black or African American (>50%)
 F Filipino (>50%)
 H Hispanic or Latino (>50%)
 N Native Hawaiian or other Pacific Islander (>50%)
 W White (>50%)

Number of Entry Level Positions available through the life of the contract:

Number of other positions available through the life of the contact:

This information to be completed by County:	
Contract # _____	
Contract Amount: _____	
Contract Term: _____	

**EXHIBIT H (Continued):
ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION**

AOD Primary Prevention Services 12-03

Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (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 life of the contract before advertising to the general public. Vendor shall also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on Contractor specifications, to Contractor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.acgov.org/auditor/sleb/>).

If compliance with the First Source Program shall interfere with Vendor’s pre-existing labor agreements, recruiting practices, or shall otherwise obstruct Vendor’s ability to carry out the terms of the contract, Vendor shall provide to the County a written justification of non-compliance in the space provided below.

(Company Name)

(Vendor Signature)

(Date)

(East Bay Works / One-Stop Representative Signature)

(Date)

Justification of Non-Compliance:

EXHIBIT I: EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

AOD Primary Prevention Services 12-03

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Bidder Name:	
Bidder Signature:	Date:

EXHIBIT J: INTENTIONALLY OMITTED

EXHIBIT K: INTENTIONALLY OMITTED

EXHIBIT L: INTENTIONALLY OMITTED

EXHIBIT M: PROPOSAL COMPLETENESS CHECKLIST

AOD Primary Prevention Services 12-03

This table provides an overview of the major components that Bidders should include in their response to this RFP. For more concrete prompts about the type of information to include in your narrative responses, please see Section II. E.

Sub-Section	Max. Pages	Required Attachment	Corresponding Exhibit
One original and seven copies of the Proposal	N/A	N/A	N/A
Title Page	One	N/A	N/A
Table of Contents	One	N/A	N/A
Cover Letter	One	Attachment 1: Bid Acknowledgement	Exhibit A
Vendor Minimum Qualifications	One	N/A	N/A
Organizational Capacity & References	One	Attachment 2A: Dun and Bradstreet Qualifier Report	N/A
		Attachment 2B: Fiscal Management Experience & Fiscal Controls	N/A
		Attachment 3A & 3B: References	Exhibits D1 & D2
		Attachment 4: Debarment & Suspension Certification	Exhibit N
Executive Summary	One	N/A	N/A
Bidder Experience, Ability & Plan	Twelve	Attachment 5A: Agency Organizational Chart	N/A
		Attachment 5B: Proposed project in chart	N/A
		Attachment 6: Job descriptions	N/A
Cost	Two	Attachment 7: Budget Bid Form	Exhibit B
		Attachment 8: Budget Narrative	N/A
		Attachment 12: Logic Model	N/A
		Attachment 13: Process Measures	Exhibit Q
Implementation Schedule and Plan	One	Attachment 9: Implementation Schedule and Plan	Exhibit P
Other Required Attachments	N/A	Attachment 10: First Source Form	Exhibit H
		Attachment 11: Exceptions/Clarifications/Amendments	Exhibit I

EXHIBIT N: DEBARMENT & SUSPENSION CERTIFICATION

AOD Primary Prevention Services 12-03

For Procurements Over \$25,000

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions shall not necessarily result in denial of award, but shall be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT O: TERMS & CONDITIONS

AOD Primary Prevention Services 12-03

A. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, shall be one year.
2. The term of the contract shall begin on the first day of a month and run through the end of the fiscal year and shall continue, provided funding is allocated by the County Board of Supervisors, until terminated in accordance with the Master Contract.
3. Termination for Cause: If County determines that Contractor has failed, or shall fail, through any cause, to fulfill in a timely and proper manner its obligations under the Master Contract, or if County determines that Contractor has violated or shall violate any of the covenants, agreements, provisions or stipulations of the Master Contract, County shall thereupon have the right to terminate the Master Contract by giving written notice to Contractor of such termination and specifying the effective date of such termination.
4. Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Master Contract upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Master Contract, 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 not disbursed by County to Contractor pursuant to this Master Contract or from whatever remains due Contractor by County from any other contract between Contractor and County).
5. Termination without Cause: County shall have the right to terminate this Master Contract without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.
6. Termination by Mutual Agreement: County and Contractor may otherwise agree in writing to terminate this Master Contract in a manner consistent with mutually agreed upon specific terms and conditions.
7. By mutual agreement any contract, which may be awarded pursuant to this RFP, may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

B. PRICING

1. Prices quoted shall be firm for start-up period and remaining months of the first fiscal year and for the second fiscal year of any contract that may be awarded pursuant to this RFP.
2. In subsequent years, all pricing as quoted shall remain firm for the term of any contract that may be awarded as a result of this RFP with the exception of annual Board approved cost of living adjustments (COLAs).

3. All pricing as quoted shall remain firm for the term of any contract that may be awarded as a result of this RFP.
4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
5. The County is soliciting a lump sum price for this program. The price quoted shall be the total cost the County shall pay for this program including taxes and all other charges.
6. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
7. County shall allocate the sum as indicated in *Exhibit B: Bid Form* to Contractor awarded RFP, to be expended as described in the contract agreement. Unless an amendment to the Master Contract 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.
8. Price quotes shall include any and all payment incentives available to the County.
9. 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.

C. AWARD

1. Proposals shall be evaluated by a committee and shall be ranked in accordance with the RFP Section II. F. REVIEW/EVALUATION PANEL COMMITTEE/SELECTION CRITERIA (CSC).
2. The committee shall 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 is not necessarily made to the Bidder with the lowest price.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained 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. 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. Contractor shall sign an acceptance of award letter prior to Board approval. A Master Contract must be signed following Board approval.
8. Final Master Contract terms and conditions shall be negotiated with the selected Bidder. Attached *Exhibit J* contains minimal Master Contract boilerplate language only.

9. 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.

D. METHOD OF ORDERING

1. A Master Contract which includes a *Master Contract Exhibit A: Program and Performance Requirements* and *Master Contract Exhibit B: Budget Terms and Conditions of Payment* shall be issued upon Board approval.
2. A written PO and signed Master Contract shall be issued upon Board approval, and shall be the only authorization for the Contractor to place an order.
3. POs and payments for products and/or services shall 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.

E. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment shall 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 PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments shall be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County shall pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

F. COUNTY PROVISIONS

1. 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 require that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program shall allow the County to create and sustain these connections.

Vendors awarded contracts for goods and services in excess of One Hundred Thousand Dollars (\$100,000) as a result of any subsequently issued RFQ are to allow Alameda County ten (10) working days to refer potential candidates to Contractor 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 life of the contract before advertising to the general public. Potential candidates referred by County to Vendor shall be pre-screened, qualified applicants based on Contractor 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.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFP/Q. Exhibit H shall be completed and signed by County upon contract award and made a part of the final contract document.

If compliance with the First Source Program shall interfere with Contractor's pre-existing labor agreements, recruiting practices, or shall otherwise obstruct the Contractor's ability to carry out the terms of the contract, the Contractor shall provide to the County a written justification of non-compliance.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

2. Contract Manager/Support Staff

- A. Contractor shall provide a dedicated competent Contract Manager who shall be responsible for the County contract. The Contract Manager shall be the primary contact for any contract, which may arise pursuant to this RFP.
- B. 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 and services offered and able to identify and resolve quickly any issues relating to the program.
- C. Contract Manager shall be familiar with federal, state and county standards and work with the Alameda County Behavioral Health Care Services Agency (BHCS) to ensure that established standards are adhered to.

- D. Contract Manager shall keep the County Program Liaison informed of requests from departments as required.

3. General Requirements

- A. Contractor shall possess all permits, licenses and professional credentials necessary to perform services as specified under this request for proposals (RFP).
- B. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
- C. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
- D. Contractor personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc.)