

RFP
ATTACHMENTS

**2009/2010
CRIMINAL RECORDS REMEDIES
(EMPLOYMENT SERVICES DEPARTMENT)**

County Procurement Policies
And
Contracting Specifications

**Alameda County Social Services Agency
Employment Services Department
2009/2010 Criminal Records Remedies RFP**

ATTACHMENTS

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Exhibit E
Small, Local And Emerging Business (SLEB) Program Certification Instructions
RFP/Q No.
for

ATTACHMENT 1

(Page 1 of 4)

1. Complete the appropriate application form for New or Renewal Certification:

Current or previously certified businesses must complete the Renewal Certification Application on Page 4 of 4.

To apply for a New Certification, complete the application form in Pages 2 and 3 of 4.

Program Definitions

Local Business: A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County

Small Business: A business which has been certified by the County as local and meets the U.S. Business Administration (SBA) size standards for its classification. Size standards and classification codes information available at <http://www.naics.com/search.htm>

Emerging Business: A business which has been certified by the County as local and meets one half of the U.S. SBA size standards for its classification and has been in business less than 5 years.

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. If any item on the application form is not applicable, please put "N/A" in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please sign* and mail Application to:

Alameda County Auditor-Controller Agency
Office of Contract Compliance
1221 Oak Street, Room 249
Oakland, CA 94612

*The application form must be signed by the owner, principal partner or authorized officer of the corporation. We will contact you within 10 days to schedule a site visit upon receipt of your application.

3. On-site Visit

The following items must be available for our review during the visit to your business address:

- Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years**
- Business Licenses
- Current Identification (i.e. Driver's License, Identification Card)
- Deed, Rental or Lease Agreement showing Business Address

**Personal Net Worth Statement (if the business has never filed taxes)

If you have questions regarding your certification, please contact the Office of Contract Compliance Telephone: (510) 891-5500 Email: ACSLLEBcompliance@acgov.org
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EXHIBIT E
Small Local Emerging Business (SLEB) Program New Certification Application
RFP/Q No.
for

East Bay Interagency Alliance (EBIA)

**COMMON APPLICATION for
 LOCAL CERTIFICATION**

Alameda County – Alameda County Transportation Improvement Authority – City of Oakland – Port of Oakland

Insert RFP/Q/I number and response due date below:

√	Alameda County	
	RFP/Q/I# _____	RFP/Q/I Response Due Date: __/__/__

Check additional certifying agencies below that you would like your application to be forwarded to:

- Alameda County Transportation Improvement Authority
- City of Oakland
- Port of Oakland
- All the above

The Common Application is a sharing of information between agencies and NOT a reciprocal certification.

1) Contact Information

Legal Name of Entity		Contact Person (Name & Title)		
Street Address of Entity (No P.O. Box)				
City		State	Zip Code	County
Telephone () ()	Fax # () ()		Cell# () ()	
Email Address		Web Site		

2) Company Profile

Primary Service undertaken/offered:		Specialty Service undertaken/offered:	
Date Entity was established (mm/dd/yr)	Does the entity have one or more additional offices outside the city of Oakland, CA? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, list other location(s)	Date Oakland office was established (mm/dd/yr)	
Method of Acquisition <input type="checkbox"/> New <input type="checkbox"/> Purchased existing <input type="checkbox"/> Secured concession <input type="checkbox"/> Merger or consolidation <input type="checkbox"/> Inherited <input type="checkbox"/> Other (explain)		Federal ID Number:	
Has this entity operated under a different name during the past five years? <input type="checkbox"/>			
Type of Firm <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Publicly traded entity <input type="checkbox"/> Non-Profit or Church <input type="checkbox"/> Other _____		Ethnicity Group of owners(s) that own greater than 50% of the business. (for tracking purposes only) <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific /Hawaiian <input type="checkbox"/> Multi ethnic ownership <input type="checkbox"/> Asian Indian <input type="checkbox"/> Multi ethnic minority ownership <input type="checkbox"/> Caucasian <input type="checkbox"/> Other _____ <input type="checkbox"/> Filipino	
		Gender (for tracking purposes only) <input type="checkbox"/> Male <input type="checkbox"/> Female	
Gross Receipts for the last three recent fiscal years: Please attach copies of appropriate tax returns: (e.g. Form 990, Form 1040, Form 1120, etc)		Year Ended _____	Total Receipts \$ _____
		Year Ended _____	Total Receipts \$ _____
		Year Ended _____	Total Receipts \$ _____

2) Company Profile: (Continue)

Number of Employees at the local office Permanent Full time ____ Permanent Part time ____	Temporary Full Time ____ Temporary Part Time ____	Seasonal Full Time ____ Seasonal Part Time ____
TOTAL Number of Employees at all locations. Permanent Full time ____ Permanent Part time ____	Temporary Full Time ____ Temporary Part Time ____	Seasonal Full Time ____ Seasonal Part Time ____

3) Certifications:

Name of Issuing Authority	Type	Number	Expiration Date
City / County Business Tax Certificate			
Internal Revenue Service (required) – If your firm is a Non-Profit, submit the Letter of Determination of Not For Profit Status.			
State of CA /CUCP Certification for DBE/ACDBE firm			
State of CA /SBA Certification for Small firm			
Other Certification			
Other Certification			
Other Certification			

4) Professional Licenses, Permits and/or Certificates (e.g. contractor, architect, engineer, etc. – list all that apply - attach copies. List on a separate page if additional space is needed)

Name of Issuing Authority	Type	Number	Expiration Date
State of CA Contractor’s License Board – Contractor’s License:			
State of CA Professional Service License or Permit:			
State of CA Service Provider License or Permit:			
Other:			
Other:			

5) NAICS Codes: Please review the NAICS¹ listing of work codes and indicate below your areas of expertise ranked in order of importance (begin with primary and specialty areas as indicated in the Company Profile section) NAICS Codes can be found at: <http://www.naics.com/search.htm> & <http://www.census.gov/epcd/naics02/>. Add separate sheet for additional NAICS codes if needed.

NAICS Code	Description of Work

6) Additional Information:

Are you a Trucking Firm? Yes No Are you a Truck Broker? Yes No Both? Yes No
 A supplier? Yes No

7) I consent to the sharing of information contained herein with the certifying agencies I have checked on Page 1, and declare under penalty of perjury that all statements made in this Application are true and correct : Yes No

Signature: _____ Date: _____

Printed Name: _____

¹ North American Industry Classification System – www.naics.com

SLEB Certification Number: _____ Date of Initial Certification: _____

Business Name: _____

Business Address: _____

How long at this address: _____ Business Telephone Number: _____

Federal Tax Identification Number: _____ Business Fax Number: _____

Main Contact Name: _____

Phone Number: _____ Email Address: _____

Ownership changed since last certification: Yes No Number of Employees: _____

Gross Business Receipts for Last Three Years:

\$ _____ 20 _____ \$ _____ 20 _____ \$ _____ 20 _____

Composition of Ownership	
Are you a publicly traded entity, a public school, or a government? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Are you a non-profit, or a church? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If "Yes" to one of the above, skip Ethnicity and Gender below. The Collection of ethnicity and gender data is for statistical and demographic purposes only. Please check the ONE most applicable in each category:	
<u>Ethnicity</u>	
<input type="checkbox"/> African American or Black (greater than 50%)	<input type="checkbox"/> Hispanic or Latino (greater than 50%)
<input type="checkbox"/> American Indian or Alaskan Native (greater than 50%)	<input type="checkbox"/> Native Hawaiian/Pacific Islander (greater than 50%)
<input type="checkbox"/> Asian (greater than 50%)	<input type="checkbox"/> Multi-ethnic minority ownership (greater than 50%)
<input type="checkbox"/> Caucasian or White (greater than 50%)	<input type="checkbox"/> Multi-ethnic ownership (50% Minority-50% Non-Minority)
<input type="checkbox"/> Filipino (greater than 50%)	
<u>Gender</u>	
<input type="checkbox"/> Female (greater than 50% Ownership)	<input type="checkbox"/> Male (greater than 50% Ownership)

North America Industry Classification System Codes (NAICS)

RENEWAL AFFIDAVIT

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

Signature: _____ Date: _____

Printed Name: _____

Title (Proprietor, Partner, Officer, etc.): _____

COUNTY OF ALAMEDA

SMALL, LOCAL AND EMERGING BUSINESS PROGRAM CERTIFICATION INSTRUCTIONS

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 as well as the ownership thereof.

(Name of Firm)

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

(Name)

to execute the affidavit. The foregoing affidavit was subscribed and sworn to before me on

this day, of _____, by _____

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

Mail completed Application and Affidavit to:

Commission Expires

**Alameda County Auditor-Controller's
Office of Contract Compliance (OCC)**
1221 Oak Street, Room 249
Oakland, CA 94612
Tel: 510.891.5500
Fax: 510.272.6502

Notary Public Seal

Be advised that this page was intentionally left blank.



ATTACHMENT 3

(Page 1 of 1)

COUNTY OF ALAMEDA
General Services Agency

SMALL LOCAL and EMERGING BUSINESS (SLEB) SUBCONTRACTING INFORMATION SHEET

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

Bidders not meeting the definition of a SLEB (per this RFP County Provisions) are required to 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 subcontract with a SLEB that can participate directly with this contract. One of the benefits of subcontracting will be economic, but this subcontracting 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 subcontractor without prior written approval from the General Services Agency, Business Outreach Officer. **The Alameda County Auditor-Controller's Office of Contract Compliance (OCC) will monitor the contract for compliance with the SLEB requirements.**

BIDDER: _____ <input type="checkbox"/> is a SLEB.

<input type="checkbox"/> is not a SLEB and will subcontract _____% with the SLEB named below for the following service(s): SLEB Business Name: _____ Street Address: _____ City, State, and Zip: _____ Phone: _____ Fax: _____ E-mail: _____ Tax ID Number: _____
--

Principal Name: _____ SLEB Principal Signature: _____ (Date)

Bidder Signature: _____ (Date)

ATTACHMENT 4
(Page 1 of 2)



COUNTY OF ALAMEDA
General Services Agency

FIRST SOURCE AGREEMENT FOR SOLE SOURCE
PROCUREMENT REQUESTS

VENDOR INFORMATION

ALCOLINK Vendor Number (if known): 00000

SLEB Vendor Number:

Full Legal Name:

DBA

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 _____

Federal Tax ID Number (required): _____ P.O. Box/Street Address: _____

Vendor Contact's Name: _____

Vendor Contact's Telephone: _____ Fax: _____

Vendor Contact's E-mail address: _____

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%)

ATTACHMENT 4
(Page 2 of 2)

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

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

<p>This information to be completed by County:</p> <p>Contract # _____</p> <p>Contract Amount: _____</p> <p>Contract Term: _____</p>
--

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 will 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 vendor specifications, to vendor 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.co.alameda.ca.us/gsa/sleb/vendor.shtml>)

(Vendor Signature)

(Date)

(Company Name)

(Alameda County Representative's Signature)

(Date)

COMMUNITY-BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into on this ____ day of _____, 2009 by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and, _____ doing business at _____ hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D(s); and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the ___ day of _____, 2009 and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements -- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

Attachment 5*(Page 2 of 8)*

3. **Terms and Conditions of Payment - Exhibit B(s)**. County has allocated the sum as indicated in Exhibit B(s), to be expended as describe in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. County shall retain sums not so paid.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90)-days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the Agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this

Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance -- Exhibit C**. Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses or Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions**. Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

ATTACHMENT 5

(Page 3 of 8)

6. **Records:** Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, canceled checks, and related documents in

accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County or any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

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

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

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

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

ATTACHMENT 5

(Page 4 of 8)

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

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

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

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

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

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

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

ATTACHMENT 5

(Page 5 of 8)

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

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County

forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by

County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

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

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

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

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

ATTACHMENT 5

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

16. **Non-Discrimination:** Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age,

religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

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

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

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

Receive funds from County other than those funds provided pursuant to the Agreement; Simultaneously serve as an employee, officer or director of another community-based organization;

Simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

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

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

ATTACHMENT 5

(Page 7 of 8)

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

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

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

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

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

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

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

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

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

CONTRACTOR: _____

COUNTY: Alameda County Social Services Agency
 Contracts Office
 2000 San Pablo Ave., 4th Floor, Oakland, Ca 94612

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

COUNTY OF ALAMEDA

CONTRACTOR

By _____
 (Name: _____) Board of Supervisors, President

 (Contractor Name)

 (Street Address)

 (City, State, Zip Code)

By _____
 (Authorized Signature of Contractor)

 (Title)

 (Federal ID No.)

Approved as to form:

By _____
 (Alameda County Deputy County Counsel)



**COUNTY OF ALAMEDA
 General Services Agency**

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate

- E Endorsements and Conditions:**
1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and County officers, agents, employees and representatives.
 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 minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retainer amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retainer 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:
 - 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 commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
 - Department/Agency issuing the contract: SSA Contracts Office, 2000 San Pablo Avenue, 4th Fl, Oakland, CA 24612
 - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)

ATTACHMENT 7

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COUNTY OF ALAMEDA

EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. **Funds from Federal Sources:** non-federal entities which are determined to be subrecipients by the supervising department according to §____. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with §____.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §____.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §____.230 (b)(2) of OMB Circular A-133.

B. **Funds from All Sources:** non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 is exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

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(Page 2 of 2)

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the state or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under these audit requirements.

EXHIBIT E

COUNTY OF ALAMEDA

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
 - A. Shall clearly disclose language access capabilities in relationship to the population served.
 - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
 - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
 - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

- II. The SSA shall aid contracted CBOs in expanding language interpretation services through:
 - A. Providing contractors with training, materials and instruction of how to effectively refer LEP clients to appropriate language resources.
 - B. Including service marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
 - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
 - D. Providing contractors with access to **TeleInterpreters**, a 24-hour, seven-day-a-week, 365-days-a-year telephone language translation service—to supplement on-site language access services.

PAYMENT METHODOLOGY

This RFP relies on a cost reimbursement structure. Payments to contractors **shall** be made on a monthly line-item cost reimbursement basis, per negotiations between the SSA and the awarded contractors.



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**COUNTY OF ALAMEDA
General Services Agency**

SMALL, LOCAL AND EMERGING BUSINESS

SLEB REQUEST FOR PREFERENCE

IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS and THE SMALL AND LOCAL OREMERGING BUSINESS PREFERENCE, COMPLETE THIS FORM AND RETURN IT WITH YOUR BID. IN ADDITION, IF APPLYING FOR LOCAL PREFERENCE, SUBMIT THE FOLLOWING:

- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and,
- Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.

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:

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Print/Type Name:

Title:

Signature:

Date:



**COUNTY OF ALAMEDA
General Services Agency**

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principle, and any named 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 will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: 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: _____