

# EXHIBIT A

## BID RESPONSE PACKET

### Request for Proposal WET 082013

#### INSTRUCTIONS TO BIDDERS

- *Bidders must use the Fillable Forms Template to submit proposals.*
- *Bidders must submit one original hardcopy proposal in a binder, including additional required documentation, with original ink signatures, plus seven copies bound with a clip (not in a binder) and one (1) electronic copy of the proposal in PDF.*
- *All pages of the proposal response packet must be submitted in total with all required ATTACHMENTS hereto; all information requested must be supplied; any pages of EXHIBITS A (or items therein) not applicable to the Bidder must still be submitted as part of a complete bid response, with such pages or items clearly marked “N/A”*
- *Bidders shall not modify the Fillable Forms Template in any way or qualify proposals.*
- *Bidders shall not submit to the County a scanned, re-typed, word-processed, or otherwise recreated version of Fillable Forms Template or any other County-provided document.*
- *The Fillable Forms Template must be submitted in total with all required documents attached thereto; all information requested must be supplied.*
- *Bidders that do not comply with the requirements, and/or submit incomplete proposals, shall be subject to disqualification and their proposals rejected in total.*
- *If Bidders are making any clarifications and/or amendments, or taking exception to policies or specifications of this RFP, including those to the county SLEB policy, these must be submitted in the exceptions, clarifications, amendments section of Exhibit I in order for the proposal to be considered complete.*

**I. REQUIRED FILLABLE FORMS TEMPLATE & DOCUMENTATION SUBMITTAL FOR PROPOSALS**

*Complete this form for each proposal.*

**Bidder Organization Name**

Type of Entity/Organizational Structure (check one)

- Corporation
- Partnership
- Joint Venture
- Limited Liability Corporation
- Limited Liability Partnership
- Non-Profit/Church
- School
- Other: \_\_\_\_\_

**Bidder Organization's Headquarter Address**

**Name of Executive Director or Equivalent**

**Title**

**Phone**

**Email**

**Name of Contact Person**

**Title**

**Phone**

**Email**

**Proposal Date**

## **2. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE**

### **Complete this form for each proposal.**

1. The undersigned declares that the proposal documents, including, without limitation, the RFP, Addenda and Exhibits have been read and accepted.
2. The undersigned declares that he/she is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the RFP's specifications, terms & conditions.
3. The undersigned has reviewed the proposal documents and fully understands the requirements in this proposal including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, to the County, and agrees that its proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the proposal.
4. The undersigned also agrees to follow the Bid Protests / Appeals Process.

Alameda County prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the proposal process or the recommendation to award a contract for these programs once the Notices of Intent to Recommend Award/Non-Award letters have been issued or appeal thereafter.

The following describes two separate processes: Bid Protests, and Appeals. Bid Protests submitted prior to issuance of the Notices of Intent to Recommend Award/Non-Award letters shall not be accepted by the County.

Bid Protests from any Bidder related to this RFP must be submitted in writing to the BHCS Director located at 2000 Embarcadero Cove, Suite 400, Oakland, CA 94606 Fax: 510.567.8180, before 5:00 p.m. of the **fifth (5<sup>th</sup>) business day following the date of issuance of the Notice of Intent to Recommend Award/Non-Award letter, not the date it is received by the Bidder.** Any Bid Protest received after 5:00 p.m. shall be considered received as of the next business day.

- The Bid Protest must contain a complete statement of the reasons and facts for the protest.
- The Bid Protest shall refer to the specific portions of documents that form the basis for the protest.
- The Bid Protest shall include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- BHCS shall transmit a copy of the Bid Protest to all Bidders as soon as possible after receipt of the protest.

Upon receipt of written Bid Protest, the BHCS Director, or designee shall review and evaluate the protest and issue a written decision. The BHCS Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as determined appropriate by the BHCS Director) to discuss the Bid Protest. The decision on the proposal protest shall be issued at least ten (10) business days prior to the date the Board is considering the recommendation and award of contract.

The decision on the Bid Protest shall be communicated by e-mail or fax, and certified mail, and shall inform the Bidder whether or not the recommendation to the Board of Supervisors as stated in the Notice of Intent to Recommend Award is going to change. A copy of the decision shall be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid Protest if a decision on the Bid Protest could have resulted in the Bidder not being the recommended successful Bidder on the RFP.

The decision of the BHCS Director on the Bid Protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: 510.272.6502. The Bidder whose proposal is the subject of the Bid Protest, all Bidders affected by the BHCS Director's decision on the Bid Protest, and the protesting Bidder have the right to appeal if not

satisfied with the BHCS Director's Bid Protest decision. **All Appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the BHCS Director, not the date received by the Bidder.** Appeals received after 5:00 p.m. is considered received as of the next business day.

- The Appeal shall specify the Bid Protest decision being appealed and all the facts and circumstances relied upon in support of the Appeal.
- In reviewing Appeals, the OCC shall not re-judge the proposals. The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, County contracting policies or other laws and regulations.
- The Appeal to the OCC also shall be limited to the grounds raised in the original Bid Protest and the decision by the BHCS Director. As such, a Bidder is prohibited from stating new grounds for a Bid Protest in its Appeal.
- The decision of the Auditor-Controller's OCC is the final step of the Appeal process. A copy of the decision of the Auditor-Controller's OCC shall be furnished to the protestor, the Bidder whose proposal is the subject of the Bid protest, and all Bidders affected by the decision.

The County shall complete the Bid Protest/Appeal procedures set forth in this section before a recommendation to award the contract is considered by the Board of Supervisors.

The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid Protest and Appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code Claim or legal proceedings.

5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - **Debarment / Suspension Policy:** <http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>
  - **Iran Contracting Act (ICA) of 2010:** <http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>
  - **General Environmental Requirements:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/enviro.htm>
  - **Small Local Emerging Business Program:** <http://acgov.org/auditor/sleb/overview.htm>
  - **First Source:** <http://acgov.org/auditor/sleb/sourceprogram.htm>
  - **Online Contract Compliance System:** <http://acgov.org/auditor/sleb/relat.htm>
  - **General Requirements:** <http://www.acgov.org/gsa/departments/purchasing/policy/genregs.htm>
  - **Proprietary and Confidential Information:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>
6. The undersigned also acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated proposal documents.
7. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a proposal, the 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.
8. Patent indemnity: Bidders 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.

**2. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE**

9. The undersigned also acknowledges **ONE** of the following. Please check only one box.

- Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
- Bidder is a certified SLEB and is requesting 5% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#); **OR**
- Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six (6) months business residency, identifying the name of the bidder and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

<b>EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE</b>			
Official Name of Bidder			
Street Address Line 1			
Street Address Line 2			
City		State	Zip
Webpage			
Type of Entity/Organizational Structure	<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture	
	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Non-Profit / Church	
	<input type="checkbox"/> Other	<input type="checkbox"/> School	
Jurisdiction of Organizational Structure			
Date of Organizational Structure		Federal Tax ID Number	
Name		Title	
Phone Number		Fax Number	
Email			
Signature		Title	
Date this		day of	20

# SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

## RFP WET 082013 – High School Behavioral/Mental Health Career Pathways

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 \(http://acgov.org/auditor/sleb/overview.htm\)](http://acgov.org/auditor/sleb/overview.htm) 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. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of 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 named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/index.htm>).

<input type="checkbox"/> <b>BIDDER IS A CERTIFIED SLEB (sign at bottom of page)</b>
SLEB BIDDER Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
NAICS Codes Included in Certification: _____

<input type="checkbox"/> <b>BIDDER IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:</b> _____
SLEB Subcontractor Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging
NAICS Codes Included in Certification: _____
SLEB Subcontractor Principal Name: _____
SLEB Subcontractor Principal Signature: _____ Date: _____

**Upon award, prime Contractor and all SLEB subcontractors** that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**3. LETTER OF TRANSMITTAL/EXECUTIVE SUMMARY**

***Complete and submit a synopsis of the highlights of your proposal.***

***Maximum 1 page***

#### **4. BIDDER MINIMUM QUALIFICATIONS**

***If a High School:***

- 1. Bidder must be a high school in Alameda County recognized by the State of California, with juniors and/or seniors; and***
- 2. Bidder must demonstrate experience working on a similar project within the last five years.***

***If a CBO:***

- 1. Bidder must be a non-profit CBO with an office in Alameda County and that is partnering with at least one Alameda County high school recognized by the State of California, with juniors and/or seniors; and***
- 2. Bidder must demonstrate experience working on a similar project within the last five years and the ability to provide the services described in the Scope of Work; and***
- 3. Bidder has developed a Memorandum of Understanding with the participating school(s). Include as ATTACHMENT A.***

***Maximum 2 pages***

#### **4. BIDDER MINIMUM QUALIFICATIONS**

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- 1. Bidder must be a high school in Alameda County recognized by the State of California, with juniors and/or seniors; and***
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- 3. Bidder has developed a Memorandum of Understanding with the participating school(s). Include as ATTACHMENT A.***

***Maximum 2 pages***

**5. a. ORGANIZATIONAL CAPACITY, REFERENCES, AND INSURANCE**

**Supply the Organizational Capacity, Reference, and Insurance sections a, b, and c in the original proposal only.**

- a. Fiscal Management Capacity - Include a recent copy (within the last twelve months) of Bidder's Dun & Bradstreet Qualifier Report or Audited Financial Statements for the past three years as ATTACHMENT B.**

**For information on how to obtain a Supplier Qualifier Report, contact Dun & Bradstreet at 1-800-424-2495 or <http://www.dnb.com/government/contractor-management-portal.html>**

**5. b. ORGANIZATIONAL CAPACITY AND REFERENCE**

**Supply the Organizational Capacity, Reference, and Insurance sections a, b, and c in the original proposal only.**

**b. References: Provide three references of organizations Bidder currently or formerly worked with on a similar scope, volume and requirements to those outlined in this RFP. Bidders must verify the contact information for all references provided is current and valid. Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.**

**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 proposal and to use the information gained from them in the evaluation process.**

**References**

**Bidder Name**

**1.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**2.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**3.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**5. c. ORGANIZATIONAL CAPACITY, REFERENCE, AND INSURANCE**

**Supply the Organizational Capacity, Reference, and Insurance sections a, b, and c in the original proposal only.**

- c.** *Insurance certificates are not required at the time of submission; however by signing **Exhibit A – Bid Response Packet**, the bidder agrees to meet the minimum insurance requirements stated in the RFP WET 082013, prior to award.*

**6. BIDDER EXPERIENCE, ABILITY AND PLAN**

***Include Bidder Experience, Ability and Plan that Bidder is proposing to serve.***

***Describe in detail, Bidder's:***

- a. Proposed Program Design and Service Delivery.***
- b. Organizational Background, Capacity, and Staffing.***
- c. Ability and experience Forming Partnerships and Collaboration.***
- d. Ability to Track Data and Outcomes (Program Evaluation).***

***Maximum 12 pages for Sections 6 & 7***

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***Maximum 12 pages for Sections 6 & 7***

**7. IMPLEMENTATION SCHEDULE AND PLAN**

**a. Include Bidder's Implementation Schedule and Plan with activities, responsible persons, milestones and due dates**

Activity	Responsible Persons	Milestone/Measurement	Due Date

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**a. Include Bidder's Implementation Schedule and Plan with activities, responsible persons, milestones and due dates**

<b>Activity</b>	<b>Responsible Persons</b>	<b>Milestone/Measurement</b>	<b>Due Date</b>

**7. IMPLEMENTATION SCHEDULE AND PLAN**

***b. Include Bidder's identification and strategies for mitigation of challenges and barriers, which may adversely affect the program's implementation***

<b>Barriers</b>	<b>Mitigation Strategies</b>

**7. IMPLEMENTATION SCHEDULE AND PLAN**

***b. Include Bidder's identification and strategies for mitigation of challenges and barriers, which may adversely affect the program's implementation***

<b>Barriers</b>	<b>Mitigation Strategies</b>

# EXHIBIT B

## BUDGET

Use the **EXHIBIT B-1: BUDGET WORKSHEET INSTRUCTIONS** to complete and submit an **EXHIBIT B-1: BUDGET WORKSHEET** to complete and submit all of the following:

- a. *Cost-Coefficient – Bidder does not need to submit anything additional for this.*
- b. *Complete and submit EXHIBIT B-1: BUDGET WORKSHEET*
- c. *Bidder's detailed Budget Narrative to explain the costs and calculations in the EXHIBIT B-1: BUDGET WORKSHEET*

### EXHIBIT B-1: BUDGET WORKSHEET INSTRUCTIONS

Each proposal must contain an annualized budget for the project. The budget must match the proposed activities and implementation plan and shall not exceed \$100,000 for each 12 month period. See **EXHIBIT B-1** for detailed instructions.

The budget must include all proposed activities to provide the scope of work specified in the RFP. Provide project implementation budgets for total 36 months shown as follows:

Year One	January 1, 2014 to June 30, 2014 (6 months)
Year Two	July 1, 2014 to June 30, 2015 (12 months)
Year Three	July 1, 2015 to June 30, 2016 (12 months)
Year Four	July 1, 2016 to December 31, 2016 (6 months)

NOTE: Year One (6 months) and Year Four (6 months) are a combined budget of 12 months, not to exceed \$100,000.

Additionally, the following budget requirements shall apply to all submitted proposals:

1. Funds **CAN** be used for:
  - Sub-contractors for the delivery of the contract services
  - Supplies and facility costs for the project
  - Local travels for project staff and student participants
  - Stipends and food for project student participants
  - Staff salary and benefits to the extent that they participate in the program
  - Administrative overhead shall not exceed 10%
2. Funds **CANNOT** be used for:
  - Out-of-state travel
  - Supplement the salaries of existing full-time staff of the contracting agency not participating in the program
3. Bidders must include a Budget Narrative, **EXHIBIT B**, of how this program will be staffed and financed in no more than two pages. Include information on any other resources, including in-kind, that will support the proposed project.

**BUDGET**

**c. Bidder's detailed Budget Narrative to explain the costs and calculations in the EXHIBIT B-1:  
BUDGET WORKSHEET**

**Maximum 2 pages**

**BUDGET**

**c. Bidder's detailed Budget Narrative to explain the costs and calculations in the EXHIBIT B-1:  
BUDGET WORKSHEET**

**Maximum 2 pages**

# EXHIBIT C

## INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP WET 082103, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP WET 082013

**\*\*\* SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS \*\*\***

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PERSONAL AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, 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 the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS AN INSURED (COVERED PARTY) UNDER ITS POLICIES OR SHALL VERIFY THAT THE SUBCONTRACTOR, UNDER ITS OWN POLICIES AND ENDORSEMENTS, HAS COMPLIED WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT, INCLUDING THIS EXHIBIT THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:                         <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> </ol> <p><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</p>	

# EXHIBIT H

## ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES

RFP WET No. 082013

for

*High School Behavioral/Mental Health Career Pathways*

### ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT

### VENDOR INFORMATION

ALCOLINK Vendor Number (if known): \_\_\_\_\_

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%)

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**  
**ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES**

RFP WET No. 082013

for

*High School Behavioral/Mental Health Career Pathways*

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT**  
**VENDOR INFORMATION**

**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.acgov.org/auditor/sleb/>).

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

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(Company Name)

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(Vendor Signature)

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(Date)

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(East Bay Works / One-Stop Representative Signature)

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(Date)

Justification for Non-Compliance:

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